

ADDENDUM NO. 1 TO SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THE SSES SANITARY SEWER CCTV INSPECTIONS CITY OF CHEBOYGAN

ISSUED: February 18, 2022

HRC Job No. 20191207

INTENT:

This Addendum No. 1 is issued prior to receipt of Bids to provide for certain changes to the Specifications, as herein specified, and is hereby made a part of the Contract Documents, and shall take into consideration in preparing the Bid. Failure to include this Addendum No. 1 and included Specification and Contract Drawing pages within the Bidding Documents may result in disqualification of the bid. The Bidder shall acknowledge receipt of the Addendum No. 1 on the Proposal Form or the bid may not be considered.

The following items constitute the Addendum and are described in detail.

CLARIFICATIONS / QUESTIONS:

1. Q: Please clarify if water supplied by the City will need to be purchased by the Contactor or will water be provided at no expense to the contractor.

A: It is the City's intent that the Contractor will not have to pay for water provided by the City; however, all water use will be tracked and recorded.

CHANGES IN THE SPECIFICATIONS BOOK:

Changes to Specification Section 01001 Special Project Notes (Issued)

Replace Section 01001 with the new section issued with this addendum to reflect changes to the highlighted subsection 12 Water.

End of Addendum No.1

Bloomfield Hills 555 Hulet Drive Bloomfield Hills, MI 48302 248-454-6300 **Delhi Township** 2101 Aurelius Rd. Suite 2A Holt, MI 48842 517-694-7760

Grand Rapids 1925 Breton Road SE Suite 100 Grand Rapids, MI 49506 616-454-4286 Howell 105 W. Grand River Howell, MI 48843 517-552-9199 Jackson 401 S. Mechanic St. Suite B Jackson, MI 49201 517-292-1295

Kalamazoo 834 King Highway Suite 107 Kalamazoo, MI 49001 269-665-2005 Lansing 215 S. Washington SQ Suite D Lansing, MI 48933 517-292-1488

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SECTION 01001

SPECIAL PROJECT NOTES

1. <u>GENERAL:</u>

- a. Access to all private drives shall be maintained at all times. In the event that driveway access cannot be maintained, the contractor must notify the home owner at least 24 hours in advance so they may park their car(s) elsewhere, if needed.
- b. The Contractor shall conduct his operations in such a manner to comply with all Federal, State, and Local codes for noise levels, vibrations, or any other restrictions while removing pavement or for any other construction operations within this contract as incidental to the respective item of work.
- c. The Contractor shall not enter upon private property for any purpose without obtaining written permission, and he shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or rights-of-way, and shall use every precaution necessary to prevent damage or injury thereto, he shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until the Engineer or authorized agents has witnessed or otherwise referenced their location and shall not remove them until directed.
- d. All property irons and monuments disturbed or destroyed by the Contractor's operations shall be replaced by a registered land surveyor provided by or caused to be provided by the contractor at the contractor's expense.
- e. All private and public signs which are removed shall be relocated or replaced in kind, if damaged, in coordination with the affected property owners and the Owner, incidental to the project.
- f. It is the Contractor's responsibility to field locate and verify the depth of the existing water main system, sanitary sewers, storm sewers, gas mains, service lines and any other utilities along the project route prior to excavating or performing any point repairs. The Contractor shall immediately repair any damaged utility lines at his own expense, with no additional compensation to be provided by the Owner.
- g. The linear footage quantities listed in the Proposal and the Bid Unit Prices were established from the owner's Geographic Information Systems (GIS) Database. These quantities should be used only for establishing unit prices. Actual measured quantities established during the Cleaning and Televising Program will be used for determining payment as part of the Contractor's monthly pay request.
- h. The diameters of sewers were established from Citywide manhole inspection information as well as available utility record drawings. These diameters are accurate only to the extents of the aforementioned resources and are therefore references only for establishing unit pricing and to assist the Contractor with work planning. The contractor shall field verify the diameter of the sewer prior to performing an internal video inspection.
- i. This Contract is based primarily on unit price bids, therefore all bid item work will be paid by actual quantities measured for that item and listed in the Contractor's itemized cost breakdown monthly payment request. No payments shall be made until the Contractor quantities have been approved by

2 0 7 the Owner or designated representative. All references to the contrary in these Specifications are superseded by these requirements.

j. The Contractor shall make whatever provisions necessary to allow the Owners/Engineer personnel access to work zone and equipment.

2. <u>MAINTENANCE OF TRAFFIC:</u>

- a. Access to all drives shall be maintained at all times.
- b. The contractor shall be responsible for the proper protection of his work, tools, equipment, materials, workmen, etc., at all times until final acceptance of the contract. The contractor shall be responsible for providing the necessary barricades, signs, lights, flagmen, and other traffic control devices as required to protect and maintain traffic and to protect personnel and the work while the contract is in force. Street maintenance and traffic control shall be in accordance with the contract plans, and with the Standard Specifications of MDOT, Section 6.31, which by reference incorporates all traffic control devices to be per current edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).
- c. All work areas shall be protected with barricades with flashers and with proper signing until the full width roadway is open to traffic. For lane closures, the traffic controls shall comply with the MMUTCD.
- d. Where any lane is closed, the contractor shall notify and advise the City of Cheboygan Police and Fire Department and City of Cheboygan Department of Public Works.
- e. All necessary work, including furnishing, operating and maintaining lighted arrow panels, temporary barricades, and signs and providing part-width construction with flag control, are considered to be included in the bid unit price for other bid items, as described herein.
- f. Refer to specification 02550, *Maintaining Traffic*, for additional information regarding traffic control in Michigan Department of Transportation (MDOT) Right of Way (ROW).

4. ENGINEER'S AUTHORITY:

The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety. The Engineer shall have the right to suspend the whole or part of the Work by written order whenever, in the judgment of the Engineer, such suspension is required in the general interest of the Client, or if the Contractor has not fulfilled his obligations under the Contract.

5. <u>GENERAL:</u>

These specifications form a part of the Specifications and Contract Documents for the SSES Sanitary Sewer CCTV Inspections Project in the City of Cheboygan, with the requirements herein specified supplementing and/or superseding those contained in the balance of the Specifications and Contract documents. Construction specifications not addressed herein on the balance of the specifications shall be in accordance with the Cheboygan County Standard Specifications for Construction.

6. MOBILIZATION:

A lump sum unit price has been provided in the proposal for "Mobilization" for each division and shall be as specified in the General Conditions and herein. The contract unit price for Mobilization **shall not exceed five (5) percent** of the Total Amount of Bid per Division minus the amount for this pay item, and shall be paid per the General Conditions.

7. <u>INCIDENTAL ITEMS:</u>

Any items, which are not called out on the plans, necessary to complete the work as intended shall be considered incidental.

8. NON-COLLUSION AFFIDAVIT:

In signing and submitting this agreement, the bidder states that his bid is genuine and not collusive or a sham; such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price.

9. EXISTING CONDITIONS:

Each bidder shall personally visit the sites of the project and pay particular attention to the existing conditions and the salient features of the project in order to assure him of the amount of equipment, materials, and work required to satisfy the requirements of the project.

10. EXISTING UTILITY LOCATIONS:

Contractor is responsible for calling MISS DIG 72 hours in advance of construction for assistance in located utilities or for any work to be done on utilities. The toll free number is 800-482-7171.

11. COOPERATION WITH OTHER CONTRACTORS:

The Contractor shall make every effort to cooperate and coordinate with all other contractors working in the area at the time of construction.

<mark>12. <u>WATER:</u></mark>

If the Contractor chooses to use City water for construction, the Contractor must coordinate this with the City Water Department. The Water Department's hours are Monday thru Friday, 7:00 am to 3:30 pm. Once a Contractor is selected, they may work with the Water Department regarding the use of SELECT hydrants throughout the City. Hydrants may not be used without prior authorization. Not all City hydrants will be available for use. The City will dictate which hydrants are available. The Contractor will be responsible for discussing their intended hydrant use with the Water Department and get their approval for the use of designated hydrants. The Contractor will be responsible for providing proper cross connection controls such as a backflow preventer or air gap control during hydrant use. It is the intent of the City of Cheboygan that the Contractor will not be charged for use of City water; however, all water use will be tracked and recorded. The City reserves the right to charge the Contractor for City water should the City decide the Contractor is using this water in a manner which was not coordinated or agreed upon between

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2 0 the City and the Contractor. A sample hydrant usage application is provided at the end of this specification section (page 9) for clarity.

13. OPERATION OF GATE VALVES AND HYDRANTS:

The Contractor shall complete the City's hydrant application which allows the Contractor to use specific approved hydrants. Upon the acceptance of the hydrant application by the City, the contractor can operate any approved hydrants. <u>Between the</u> months of October and May (or at any time freezing conditions occur outside this timeframe), gate valves and hydrants are to be operated only by the City Water Department personnel. The Contractor shall contact the City Water Department at (231) 627-2582 (Jason Karmol – Director of Public Works) a minimum of 48 hours in advance of the need to schedule these activities and operations when necessary. As previously stated, the City's hours of operation are Monday thru Friday, 7:00 am to 3:30 pm. Therefore, operation of the City gates and hydrants should be scheduled during these hours when necessary.

14. <u>RESTORATION OF SPRINKLER SYSTEMS, LANDSCAPING, AND ELECTRIC ANIMAL</u> <u>CONTAINMENT SYSTEMS:</u>

While no specific bid item has been created for repair of sprinkler systems, landscaping, and electric animal containment systems disturbed behind the areas of work, the Contractor shall be responsible to restore those areas equal to what existed prior to the start of construction, and shall promptly restore the systems in working order by making temporary or permanent repairs within five (5) days of the initial disruption, incidental to this project.

15. HOURS OF OPERATION:

The City of Cheboygan permits construction between the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday. Work on Sunday or holidays is not allowed. Should an emergency arise which would require working beyond the hours mentioned, the Contractor shall contact the Engineer, who will contact the City, for approval for work beyond the permitted hours.

All sewer services must be restored prior to the end of the workday. The Contractor should take these work hours into consideration when scheduling lining operations.

16. PROJECT TIMING AND COMPLETION DATE:

The Project must be completed as specified in the Proposal. All scheduling shall be subject to the approval of the Owner. The Contractor shall be totally responsible for the construction of the Project under scheduling conditions outlined herein and any other scheduling that may be necessary.

17. STORAGE OF MATERIAL:

The Contractor shall note the construction site area limitation as they impact storage of excavated and construction materials. The Contractor shall make all necessary provisions for off-site storage as required for his operations. All costs for this work, including permits, shall be considered incidental to the project.

18. MAINTAINING SOLID WASTE (RUBBISH) SERVICES:

Rubbish collection shall not be interfered with by the Contractor's operations. If access to certain areas is blocked by the Contractor's operations, he shall transport the rubbish himself to a location accessible to the collection crews, incidental to the project.

19. MAINTAINING POSTAL SERVICES:

Postal delivery services shall not be interfered with by the Contractor's operations. If a mail box and/or newspaper box must be removed due to the project construction, the Contractor must temporarily reset the box so as to maintain uninterrupted service. Any damage to the box caused by the Contractor, necessitating replacement parts including the reinstallation of wood or metal posts, shall be taken care of by the Contractor at his own expense. The Contractor shall be responsible for resetting boxes at their original locations in accordance with postal regulations and policy. All associated costs with this item are to be considered incidental to the project.

20. <u>RESTORATION OF DISTURBED AREAS:</u>

All disturbed areas are to be restored to existing conditions with topsoil and seed, incidental to the project costs. Restoration of disturbed areas to occur within three (3) days of disturbance, weather permitting. This shall include restoration of lawn areas as stated herein and restoration of all pavement areas as indicated in these specifications. As stated in the Proposal, all costs related to restoration to pavement, lawn and landscape shall be considered a part of the bid item for lining and/or other bid items.

21. INSURANCE FOR GRASS GROWTH:

This contract will not be final accepted by the City of Cheboygan until all work is completed and all disturbed landscape is restored to the same approximate condition as existed prior to construction. Grass restoration shall be per the specifications.

To insure a dense growth of grass along all landscaped areas, a minimum amount of \$1,500.00 or additional amount as deemed warranted by the Engineer, may be withheld from payment to the Contractor. Upon satisfactory grass growth, the Client will promptly make payment to the Contractor.

22. MANHOLE FIXTURES:

In some instances, flow monitoring devices such as meters may be located in the manholes on the sanitary sewer line to be inspected. The Contractor is to use caution and care around these fixtures. Any damage or contact with these devices must be immediately reported to the Project Engineer. All costs to repair/replace these devices shall be the responsibility of the Contractor.

23. M.I.O.S.H.A. STANDARDS:

All work performed by the Contractor must conform to the current M.I.O.S.H.A. standards and requirements for confined space entry. If required by the Owner, the Contractor will be required to sign a waiver stating that he has read, understood and will comply to M.I.O.S.H.A. requirements.

24. <u>RESIDENT COMPLAINTS:</u>

The Contractor will be required to immediately address and any resident complaints or concerns. Should the Contractor not be able to answer the resident, they must be directed to the Engineer. At no time shall the Contractor or any resident as directed by the Contractor directly contact the Client.

25. <u>CLEANING PRESSURES:</u>

The Contractor shall be responsible for maintaining the cleaning pressure at a level so as not to cause problems at residences along the sewer route. Excess pressure may cause toilet backups, drain overflows, dry traps, etc. The Contractor shall reduce the pressures at the direction of the Engineer or if notified by a resident that such problems are occurring. By reducing the pressure, additional cleaning time or passes through the sewer may be needed and shall be done at no additional cost to the Owner. The Contractor may also need to install temporary screens or another mechanism on each end of the proposed repair section that would prohibit any residual resin from discharging into sewers outside of the project area.

26. NOTIFICATIONS:

The Contractor shall notify the Client a minimum of 7 days prior to beginning work. Notification shall include telephone number(s) for contacting the Contractor at any time, day or night.

27. NON-DISCRIMINATION CLAUSE:

By signing and submitting this proposal for consideration by the Owner, the Contractor covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the contract.

28. <u>CLEANING OF STRUCTURES:</u>

The Contractor shall protect all structures. All materials that enter the structures, as a result of the Contractor's operations, shall be removed immediately. Prior to final acceptance of the project, all structures within the construction area shall be thoroughly cleaned of all debris.

29. MAINTAINING FLOW:

The Contractor shall perform the work so that the flow in the existing sewers is at no time hindered or interrupted. This includes any necessary bypass pumping to maintain flows at all times, with **continuous monitoring** by the Contractor throughout the entire operation. All associated costs are incidental and to be included in the unit prices bid. The Contractor will be liable for any and all damages caused by his failure to maintain the flow in existing sewers.

30. <u>CONTRACTOR'S LIABILITY:</u>

The Contractor shall be solely responsible for any damages to buildings by sewage backups due to his operations. The Contractor shall indemnify and hold harmless the Client and the Engineer in this regard. Upon being notified of a sewage backup affecting any resident, the Contractor shall take immediate remedial measures to re-establish flow in the mainline sewer and affected house lead. The

Contractor shall also take reasonable immediate steps to assist the property owner with clean-up of damaged household items. The Contractor shall engage the services of a professional cleaning company as necessary to disinfect the affected premises and assist with cleanup of all damaged items.

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d o The Contractor at his sole cost shall procure and maintain throughout the length of this Contract all necessary insurance policies needed to obtain any and all permits as required by the governing authority. Copies of the policy certificates are to be forwarded to the Owner and Engineer.

32. SUBSURFACE CONDITIONS:

The Contractor shall be solely responsible for making his own subsurface soils investigations and shall assume all risks and responsibilities for his conclusions pertaining to the potential difficulties which may be encountered during the course of the work. He shall complete the work, in whatever material and under whatever ground conditions he may encounter or create, with no additional costs to the Owner.

33. SOIL EROSION AND SEDIMENTATION CONTROL:

Soil erosion and sedimentation control measures will not be paid separately and shall instead be considered as included in the bid unit price for other items.

34. <u>TEMPORARY MAINTENANCE OF DRAINAGE:</u>

During construction of this project, it will be necessary to maintain temporary drainage. All costs incurred in providing temporary drainage facilities as indicated on the drawings and/or as required by the Engineer shall be considered as incidental to this project unless otherwise provided for.

35. DISPOSAL OF EXCAVATED MATERIALS:

All materials removed that are not to be stockpiled and used in other areas of the project shall be disposed of off-site. NO exceptions will be considered, and all costs associated with transporting, disposing, etc. shall be considered as incidental and included in the unit prices bid.

36. <u>TREE PROTECTION:</u>

Keep clear all debris or fill, equipment and material from influence of the tree root system, which is typically the drip line. During construction, the Contractor shall not cause or permit the cleaning of equipment or material or the storage or disposal of waste material such as paints, oils, solvents, asphalt, concrete, mortar, or any other material harmful to the life of a tree within the drip line of any protected tree or group of trees. No damaging attachment, wires (other than supportive wires for a tree), signs, or permits may be fastened to any tree.

Tree Trimming: All bruised and scarred trunks and branches incurred as the result of the work shall be repaired using standard arboriculture procedures and performed by a professional tree service company. The Contractor shall remove damaged and, where necessary, those low hanging branches that impede his construction work. The Engineer shall be notified prior to any substantial trimming necessary for construction. Removal shall be not less than 12" from the tree's main stem. Wherever practical, the Contractor shall "tie back" and protect with reasonable care those branches that interfere with his

construction. In the case of pines or trees adjacent to construction activities, tarps are to be placed with caution over the tree branches so as to not break the branches and to protect them from equipment exhaust and damage. All final branch trimming (trimming within 12" of the main stem) shall be performed by a professional tree service company using standard arboriculture procedures. No additional payment will be made for tree trimming. Trees shall be trimmed so that branches are evenly distributed on all sides, i.e. no lopsided effects.

Tree Replacement: Trees shown to remain which have been killed or damaged so severely that the survival chances are minimal as determined by the Engineer, shall be removed and replaced with one (1) 3" minimum caliper tree for each 3" diameter removed. The replacements shall have at least equal shade potential and other characteristics comparable to those of the trees removed. Type of replacement and location shall be determined by the property owner and the Client. Trees so replaced shall be paid for solely at the Contractor's expense. All costs for tree protection measures as outlined above shall be incidental and included in bid unit prices.

37. <u>DECANT LOG</u>

The Contractor must propose in the form of a submittal to be approved by the Engineer a daily decant unloading log to be signed by the both the Contractor Superintendent and WWTP personnel, to ensure that <u>only</u> decant from the project is being hauled to the City's WWTP. Manhole structure and pipe ID's along with the corresponding street names of daily activity must be included within the daily log

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	Application Date Requested Start Date Date Returned
	Name Home Phone Work Phone Address Billing Address
	Distance to nearest hydrant feet
	Hydrant identification
	Is the hydrant on the same side of the street? Yes No
	Reason for hydrant use (i.e. pool, tanker truck, etc.)
	Will the water used be discharged to the sanitary sewer? Yes No
	What type of cross-connection control will be employed?(i.e. backflow preventer, air gap)
	If volume measured by meter, provide the following: Initial meter reading: Final meter reading: If volume calculated using known dimensions, provide the following: For cylindrical tanks: Diameter =ft. Height =ft. Volume = 0.785(DxD) H x 7.48 Total gallons, cylindrical tank: gallons
	For rectangular tanks: Length: ft. Width: ft. Height: ft. Volume = L x W x H x 7.48 Total gallons, rectangular tank: gallons
	Hydrant Fee (includes hydrant use, labor and appurtenant equipment): \$50.00
	Water Use Fee (\$5.00/1,000 gal if residential use; \$10.00/1,000 gal if non-residential use: \$0.00
	Sewer Use Fee (\$6.00/1,000 gal if residential use; \$12.00/1,000 gal if non-residential use: \$0.00
	Total Fee: \$0.00
	The City of Cheboygan is glad to be of service by offering the use of City fire hydrants for special uses. The fees outlined above cover the cost of labor and equipment, as well as the cost of production and treatment of the water used. As soon as you are finished using the hydrant, please contact the Water and Wastewater Department at 231-627-2582 and City personnel will pick up the equipment. Thank you.
	To prevent damage to the distribution system piping and hydrant, please open and close the hydrant no faster than one revolution every five seconds. <i>Please note that any equipment lost or damaged will be charged to the person named on this form.</i>
	Approval: Date:
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END OF SECTION

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