

**ADDENDUM NO. 1
TO SPECIFICATIONS AND PLANS FOR THE
2023 SEWER REHABILITATION PROGRAM
CITY OF UTICA
MACOMB COUNTY, MICHIGAN**

Date: October 19, 2023:

HRC Job No. 20220145

This Addendum is issued prior to receipt of bids to provide for certain changes and clarifications to the Specifications and/or the Plans, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the Proposal. All other conditions remain the same. The following lists the extent of this Addendum. Descriptions of the changes or clarifications are given within each heading. **Please note that the date and time of the bid opening is still scheduled for Tuesday, October 24, 2023 at 2:30 pm, at the City of Utica 7550 Auburn Rd, Utica, MI 48317.**

The Bidder shall acknowledge the receipt of this Addendum by signing this Addendum and enclosing it in the submission of his bids. Failure to enclose Addendum No. 1 in the submission of bids may be justification for the bid proposal being considered as non-responsive and rejected .

The following lists the extent of this Addendum. Description of the changes or clarifications are given within each heading:

SPECIFICATIONS:

Section 00300 – Proposal

The quantities for a number of the pay items have been revised, namely the items for “Pre-Lining & Post-Lining, Clean & Televis with PACP Reporting, ___ inch San Sewer” and “Sewer Lining, CIPP, ___ inch Diameter Sewer” for the 8”, 12”, 15”, 18” and 24” diameter sewers. Also revised the quantities related to the lengths of the inverted siphon investigation items. The entire section is being re-issued with this Addendum No. 1, and must be used when submitting the bid.

QUESTIONS SUBMITTED BY BIDDERS:

Written questions received by 5:00 p.m. on October 18, 20203 are listed below, along with the answer by the Engineer. Questions are presented in a paraphrased manner. The answers provided herein become part of the Contract Documents, and are intended to supplement or supersede any relevant specifications or provisions included in the Contract Documents.

- 1. Is mobile/temporary traffic lighting allowed to be used as a part of our traffic control plan?**
Temp/mobile traffic control devices (arrow boards, trailing vehicles, etc.) are suitable for work on local, neighborhood streets to isolate your immediate work zone. However, those by themselves will not be sufficient for the work on State of Michigan and Macomb County jurisdiction roads where lane closures have to be permitted and follow MDOT requirements. Barrels/delineators, arrow boards and signs will be needed, deployed in accordance with the general details included in Appendix C of the bidding documents.

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
801 Broadway NW
Suite 215
Grand Rapids, MI 49504
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

2. Does every segment of CIPP installed have to be tested by a 3rd party testing agency?

Part 3.11 in Section 02708 of the Specifications cover testing samples from installed CIPP liners. For this project, the Contractor shall prepare test specimens from each and every liner installed. The Contractor is responsible for submitting only one of the samples from each diameter/thickness group of samples for the specified third-party testing. If unsatisfactory results are received, then all other samples from that particular diameter/thickness group will then be required to be submitted for the specified third-party testing. If satisfactory results are received, deliver the untested specimens to the Engineer for storage until the contract warranty period expires in case other testing is required.

3. What are the flow rates at the inverted siphons and trunkline sewers?

Appendix D includes a past sanitary sewer study completed for the City of Utica that shows estimated sanitary flows at various points within the existing sewer system. Following are updated peak sanitary flows (dry-weather) at the particular points requested that can be used to help assign potential bid pricing. Please note that these flows are theoretical, and the Contractor is responsible for handling whatever flows that are encountered during the course of the project. We have noted that precipitation events (rainfall and/or snowmelt) will increase the base flow in the City's sanitary sewer system to some degree, and that certain construction activities may not be able to be completed when higher than normal flows are occurring. Accordingly, the schedule for completion of the Work must account for a reasonable number of days where is not practicable to proceed with certain items of work that are affected by potentially higher than normal flows.

- a) For the east siphon at the end of Greeley, the design peak san flow would be approximately Points E plus G plus about 70 REU ($0.04+4.04+0.13=4.21$ cfs).*
- b) For the north siphon at the end of Davis, the design peak san flow would be approximately Point H minus Points E plus G minus about 40 REU minus 175 senior housing units minus 11 acres school + baseball venue ($4.96-0.04-4.04-0.07-0.22-0.10+0.25=0.74$ cfs).*
- c) Points G, H and I are along the "trunkline" sewers, but add 0.25 cfs to points H and I to consider today's conditions with baseball stadium.*

4. Will contractors be able to use City hydrants for water?

Use of City water for construction activities related to this project will be permitted. Request the permit from the Department of Public Works (586-731-6110). Hydrant use permits for City work are at no charge.

- a) The City will provide meter/backflow equipment for the Contractor's use. Water use for construction related activities is metered for water-loss accounting purposes, and will not be charged to the Contractor.*
- b) The number of hydrants to be used throughout the course of the project shall be minimized. Coordinate with City DPW for selection of hydrants to use. DPW personnel will install and remove the meter as needed.*
- c) Take care when filling trucks from hydrant connections to assure that the hydrant flow does not disturb any accumulated sediments in the water main system and cause discolored water. If complaints from customers occur in areas where hydrants are being used, actions must be taken to eliminate the sediment disturbance. Actions may include changing filling operations, flushing the water system until clear water is observed, or in some cases where these efforts are not successful, abandon use of the particular hydrant.*
- d) Hydrants shall be pumped dry after use. During winter months where freezing is possible, pump dry at the end of each work day.*

e) Contractor will be responsible for cost of repairing damage to hydrants or the water distribution system resulting from improper operation of valves and hydrants.

SUMMARY:

This Addendum No. 1 has been issued in order to clarify, modify, and add additional items to the original Bid Package. The Contractor shall acknowledge receipt of this Addendum No. 1 by signing in the location provided below and incorporating this Addendum No. 1 with the submission of his bid. Failure to include Addendum No. 1 and its attachments may result in rejection of the bid.

Respectfully submitted,

HUBBELL, ROTH & CLARK, INC.



James J. Surhigh, P.E.
Senior Associate

pc: All plan holders
City of Utica; Gus Calandrino, Bill Diamond
HRC; M. MacDonald, T. Palnau

Received and Acknowledged By:

Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**PROPOSAL
FOR
2023 SEWER REHABILITATION PROGRAM
CITY OF UTICA
MACOMB COUNTY, MICHIGAN**

City of Utica
7550 Auburn Rd
Utica, MI 48317

Bids Due: Tuesday, October 24, 2023
On or Before 2:30 pm, Local Time
HRC Job No. 20220145

To Prospective Bidders:

Name of Bidder: _____

Address: _____

Date: _____ Telephone: _____ Fax: _____

The above, as bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that they have examined the plans, specifications, and all other information referenced in the Instructions to Bidders, and is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The bidder acknowledges that they have not received or relied upon any representations or warranties of any nature whatsoever from the City of Utica, its agents or employees, as to any conditions to be encountered in accomplishing the work and that their bid is based solely upon the bidder's own independent judgment.

The above, as bidder, hereby certifies that they have examined the plans, specifications, and other data provided by the Owner for bidding purposes. Further, the undersigned certifies that they have reviewed the proposed construction methods and finds them acceptable for the conditions which they anticipate from the information provided for bidding.

The Bidder hereby declares that they have inspected the site of work and further declares that no charges in addition to the Individual Unit Prices shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to the bidding. In addition, The Contractor, as such and as Bidder, shall make their own determination as to existing soil and groundwater conditions and they shall also complete the work under whatever conditions they may create by their own sequence of construction, construction methods, or other conditions they may create, at no additional cost to the Owner.

The above, as Bidder, declares that they have familiarized himself with the location of the proposed **2023 Sewer Rehabilitation Program** and appurtenant construction in the City of Utica, Macomb County, Michigan, and the conditions under which it must be constructed; also that they have carefully examined the Plans, Specifications, and Contract Documents which they understand and accept as sufficient for the purpose of constructing said **2023 Sewer Rehabilitation Program**, and appurtenant work, and agrees that they will contract with the City of Utica to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the City of Utica, in strict accordance with the Owner's General Conditions, and with the full intent of the Drawings and Specifications, prepared by Hubbell, Roth & Clark, Consulting Engineers, and that they will accept in full payment therefore the sum of:

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<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Mobilization (5% Max)	Lump Sum	@ \$_____	= \$_____
2. Internal Video Inspection, 10 inch Diameter Sewer	409 LFT	@ \$_____	= \$_____
3. Pre-Lining & Post-Lining, Clean & Televis with PACP Reporting, 8 inch San Sewer	808 LFT	@ \$_____	= \$_____
4. Pre-Lining & Post-Lining, Clean & Televis with PACP Reporting, 10 inch San Sewer	2,909 LFT	@ \$_____	= \$_____
5. Pre-Lining & Post-Lining, Clean & Televis with PACP Reporting, 12 inch San Sewer	1,151 LFT	@ \$_____	= \$_____
6. Pre-Lining & Post-Lining, Clean & Televis with PACP Reporting, 18 inch San Sewer	944 LFT	@ \$_____	= \$_____
7. Pre-Lining & Post-Lining, Clean & Televis with PACP Reporting, 24 inch San Sewer	648 LFT	@ \$_____	= \$_____
8. Heavy Cleaning (if needed)	15 HR	@ \$_____	= \$_____
9. Cut/Grind Root Intrusion (if needed)	1 EA	@ \$_____	= \$_____
10. Cut/Grind Mineral Deposit (if needed)	18 EA	@ \$_____	= \$_____
11. Cut/Grind Protruding Sewer Leads (if needed)	4 EA	@ \$_____	= \$_____
12. Sewer Joint Grouting, Set Up	11 EA	@ \$_____	= \$_____
13. Sewer Joint Grouting, 12 inch or Smaller Diameter	19 EA	@ \$_____	= \$_____
14. Sewer Joint Grouting, 24 inch or Larger Diameter	2 EA	@ \$_____	= \$_____
15. Sewer Lining, CIPP, 8 inch Diameter Sewer	808 LFT	@ \$_____	= \$_____
16. Sewer Lining, CIPP, 10 inch Diameter Sewer	2,909 LFT	@ \$_____	= \$_____
17. Sewer Lining, CIPP, 12 inch Diameter Sewer	1,151 LFT	@ \$_____	= \$_____
18. Sewer Lining, CIPP, 18 inch Diameter Sewer	944 LFT	@ \$_____	= \$_____
19. Sewer Lining, CIPP, 24 inch Diameter Sewer	648 LFT	@ \$_____	= \$_____
20. Reinstate Lateral Connection	78 EA	@ \$_____	= \$_____
21. Sanitary Manhole Interior Lining	10 VFT	@ \$_____	= \$_____
22. Inv. Siphon Investigation, Special Clean & Televising	457 LFT	@ \$_____	= \$_____
23. Inv. Siphon Investigation, Special Heavy Cleaning (if needed)	24 HR	@ \$_____	= \$_____
24. Inv. Siphon Investigation, Special Pre-Lining & Post-Lining, Clean & Televis with PACP Reporting	457 LFT	@ \$_____	= \$_____
25. Inv. Siphon Investigation, Special Sewer Lining, CIPP	457 LFT	@ \$_____	= \$_____

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26. Inv Siphon Investigation, Special San Bypass Pumping, North Crossing	Lump Sum	@	\$ _____	=	\$ _____
27. Inv Siphon Investigation, Special San Bypass Pumping, East Crossing	Lump Sum	@	\$ _____	=	\$ _____
28. Sanitary Trunkline Rehabilitation, Special San Bypass Pumping	Lump Sum	@	\$ _____	=	\$ _____
29. Traffic Control, M-59, MDOT	Lump Sum	@	\$ _____	=	\$ _____
30. Traffic Control, Van Dyke Ave	Lump Sum	@	\$ _____	=	\$ _____
31. Traffic Control, Miscellaneous Temporary Traffic Control Devices	Lump Sum	@	\$ _____	=	\$ _____
32. Traffic Control, Flag Control	8 DAY	@	\$ _____	=	\$ _____
33. Permit Allowance	Allowance	@	\$5,000.00	=	\$5,000.00
34. Observation Crew Days	_____ DAY	@	\$800.00	=	\$ _____

Total Amount of Bid **\$ _____**

The Owner, at its sole discretion, reserves the right to award to the Bidder who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. However, it is the intention of the Owner to award to the low total bid to one bidder. Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

Each bidder agrees to waive any claim they have or may have against the Owner, the Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

To stay within the available project budget, the Owner, at their sole discretion, reserves the right to increase or decrease the pay item quantities or to eliminate items of work in the project contract before award or during construction. No additional compensation or adjustment to unit prices or lump sum prices will be made to the Contractor due to reduction/addition or deletion of any pay item in this contract.

Each Proposal must be accompanied by a bid deposit in the form of a certified check, cashier's check or bid bond, executed by the bidder and Surety Company, payable to the City of Utica in the amount of Five Percent (5%) of the amount of the Proposal. See Instructions to Bidders – Bid Deposit for more information.

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TAXES

The Bidder affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Form of Proposal.

ADDENDA

The Bidder acknowledges the following Addenda, covering revisions to the drawings or specifications and the cost, if any, of such revision has been included in the quoted proposal:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

FEES

The Bidder shall refer to the General Conditions for allowable Fees for additional work performed, upon Owner’s written authorization, by Bidder’s own forces and/or for additional work, upon Owner’s written authorization, by Bidder’s subcontractors.

TIME OF COMPLETION

If awarded the Contract for the **2023 Sewer Rehabilitation Program Project**, we agree to have all work completed by **August 2, 2024**. Substantial Completion is defined that the facility is ready to use for its intended purpose with all utility systems fully functional.

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within ten (10) days after acceptance of this Proposal.

Final Completion with all clean-up and punch-list items shall be complete by **August 30, 2024**.

The execution of all work and specific constraints as described in the contract drawings and specifications, with particular reference to Section 02030 Sequence of Construction and Special Project Requirements, must be strictly adhered to.

LIQUIDATED DAMAGES

Time is of the essence for completion of this project in order to have the Project ready for the City of Utica. The Bidder guarantees that he/she can and will complete the work within the time limit stated hereinbefore or within the time as extended as provided elsewhere in the Specifications. Inasmuch as the damage and loss to the Owner which will result from the failure of the Bidder to complete the work within the stipulated time, will be most difficult or impossible to accurately determine, it is mutually agreed that the damages to the Owner for such delay and failure on the part of the Bidder shall be liquidated in the amount of Five Hundred Dollars (\$500.00), for each and every calendar day by which the Bidder shall fail to complete the work or any part thereof within the provisions hereof, and such liquidated damages shall not be considered as a penalty.

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The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of actual liquidated damages, the Bidder shall pay the difference upon demand of the Owner.

We understand that liquidated damages may be assessed should we fail to meet the stipulated completion date. Specifically, liquidated damages will be assessed daily beginning **August 2, 2024** until such a time that Substantial Completion is achieved and further if all work is not completed by the Final Completion Date.

BIDS TO REMAIN FIRM

The price stated in this Proposal shall be guaranteed for a period of not less than 60 days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

If this Proposal is accepted by the Owner and the undersigned shall fail to contract as aforesaid and to furnish the required surety bonds within fifteen (15) days after being notified of the acceptance of their bid, then the undersigned shall be considered to have abandoned the contract, and the Certified Check, Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the City of Utica.

If the undersigned enters into the contract in accordance with his/her proposal, or if his/her proposal is not accepted, then the accompanying bid guarantee shall be returned to the undersigned.

Company Name: _____

Signature: _____ Title: _____

Address: _____

County: _____ State: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

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LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

(Print) _____

The undersigned hereby designates below his/her business address to which all notices, directions or other communications may be served or mailed:

Street _____

City _____

State _____ Zip Code _____

The undersigned hereby declares that he/she has legal status checked below:

- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP
The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan
- CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF _____
_____. The Corporation is
- LICENSED TO DO BUSINESS IN MICHIGAN
- NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:

A corporation duly organized and doing business under the laws of the State of _____

NAME AND TITLE	HOME ADDRESS
_____	_____
_____	_____
_____	_____

Signed and Sealed this _____ day of _____, 20__.

By (Signature) _____

Printed Name of Signer _____

Title _____

BID BOND

We, the undersigned, _____

As Principal, hereinafter called the Principal, and _____

A corporation duly organized under the laws of the State of _____

As surety, hereinafter called the SURETY, are held and firmly bound unto:

The Owner: CITY OF UTICA

in the sum of _____ Dollars (\$ _____),

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

2023 Sewer Rehabilitation Program (HRC Job No. 20220145)

NOW, THEREFORE, if the OWNER shall accept the bid of the Principal and the Principal shall enter into a contract with the OWNER in accordance with the terms of such bid, and give such bond or bonds as may be specified in the CONTRACT DOCUMENTS with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the OWNER the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the OWNER may in good faith contract with another party to perform the work covered by said bid, then the obligation of the Principal shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20____

(Witness) (Principal) (Seal)

(Title)

(Witness) (Surety)

(Title)

END OF SECTION

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