

# Addendum No. 3

Owner: City of Muskegon

Project Title: Jefferson/Strong Sanitary Sewer Replacement, Contract No. 3

Project #: 2180552 Date of Addendum: June 18, 2019

# **Notice to Prospective Bidders**

In accordance with Article 1 of the General Conditions, this Addendum is hereby issued as part of the Contract Documents.

## **Bid Date:**

**The bid date has been revised.** Sealed bids will be received by the City of Muskegon of 933 Terrace Street, Muskegon, Michigan until:

2:00 P.M. (local time) on Tuesday, July 2, 2019

## **Bid Proposal**

1. When acknowledging Addenda, acknowledge the addenda issued by the City of Muskegon.

## **Project Specifications:**

1. The SRF/DWRF standard American Steel and Iron contract language has been added to the contract and is enclosed with this Addendum.

## 2. Section I. 9 Dewatering – Known or Suspected Groundwater Contamination:

The suspected source of the contamination encountered near Strong Street is a former Marathon Gas Station located on Peck Street. An excerpt of the closure report for this site is enclosed for information; more detail is available from the Department of Environment, Great Lakes and Energy. No testing of the contaminated groundwater has occurred as part of this project.

### 3. Clarification of Section I. 24:

The Owner and Engineer will provide compaction testing and HMA testing for this project. The Contractor shall provide concrete testing in accordance with the minimum frequency of Quality Control testing in accordance with the MDOT 2012 Standard Specifications for Construction, and the Manual for Michigan Test Methods. Prior to placement of concrete the Contractor must provide a concrete testing plan for review by the Engineer.

4. Add Section II. 14. Tree, Rem. \_\_Inch to \_\_ Inch as follows: 
"Tree removal shall be in conformance with Section 2: Specifications for Excavating, 
Trenching, & Backfilling for Utilities except that tree cutting shall be limited to the time



period between October 1, 2019 and March 31, 2020 in order to protect the potential habitats of the endangered Indiana bat and the northern long-eared bat."

# 5. Add to **Section V. 6. Bypass Pumping** the following:

"Flow meter data is not available for the sewers to be replaced as part of this project. Water usage records indicate the existing 12 inch sanitary sewer on Fifth Street has average and peak flow rates of 85 gpm and 340 gpm, respectively. Water usage records indicate the existing 20 inch sanitary sewer on Merrill Street has average and peak flow rates of 20 gpm and 80 gpm, respectively. These flows have not been verified with actual sewer meters and must be used at the Contractor's sole risk. Bypass pumps and lines shall be of adequate capacity and size to handle system flow. The actual flow to be bypass pumped shall be determined by the Contractor."

### 6. Add to **Section VI. 8.** the following:

"Permits must be applied for by the Contractor from Safebuilt for construction of the private property portion of water services. Permit fees shall be included in the per foot cost of the private portion of the service. Contractor shall provide 24 hour notice to Safebuilt prior to inspection, fees for cancelled inspections or missing inspection appointments shall be paid by the Contractor. The Contractor shall schedule and coordinate all inspections. Work up to the meter or 18 inches into the residence can be completed without a licensed plumber. Any necessary work beyond 18 inches inside the residence will be completed by the City. Electrical systems that are grounded to the water service must be reviewed by the Owner and Engineer prior to water service replacement. Any revisions to grounding that are necessary due to service replacement will be completed by the City."

#### **Enclosures:**

- Minutes of Mandatory Pre-bid Meeting 6/13/2019
- SRF/DWRF Standard Contract Language for American Steel and Iron requirements
- Excerpt of Closure Report

Matthew R. Hulst, P.E.

# City of Muskegon SRF/DWRF Projects Mandatory Pre-Bid Meeting Meeting Minutes for General Items

**Date:** June 13, 2019, 9:00 A.M.

**Meeting Location:** City of Muskegon DPW Building **Project Name:** City of Muskegon SRF/DWRF Projects

**SRF No.:** 5675-01 **DWRF No.:** 7449-01

#### **GENERAL ITEMS:**

1. Introductions – Leo Evans, Public Works Director, City of Muskegon

Package #001 Spring Street Sewer Reroute and Bourdon Street Alley Sewer

City of Muskegon Project No. 91850 & 91851

Engineer – ENG. Representative: Erik Morris, P.E.

Package #002 9<sup>th</sup> Street Area Sanitary Sewer Improvements & Getty Street Force Main

Replacement

City of Muskegon Project No. 91852 & 91853

Engineer – Fleis & VandenBrink, Inc. Representative: Don DeVries, P.E.

Package #003 Beidler Sanitary Sewer Replacement

City of Muskegon Project No. 91854

Engineer – Prein&Newhof Representative: Matt Hulst, P.E., Barbara Marczak, P.E.

Package #004 Westwood Sanitary Sewer Replacement

City of Muskegon Project No. 91855

Engineer – Prein&Newhof Representative: Matt Hulst, P.E., Barbara Marczak, P.E.

Package #005 Jefferson/Strong Sanitary Sewer Replacement

City of Muskegon Project No. 91856

Engineer – Prein&Newhof Representative: Matt Hulst, P.E., Barbara Marczak, P.E.

- 2. Mandatory Pre-bid meeting all attendees must sign sign-in sheet. If anyone came on Monday for original meeting and signed in, they will be considered to have attended. Sign-in sheet is attached.
- 3. SRF/DWRF Program Requirements (Matt Hulst Prein&Newhof)
  - a. Project Financing All projects are financed through the State of Michigan State Revolving Fund administered through the Department of Environment, Great Lakes, and Energy (EGLE). All projects except package #002 are also financed through the Drinking Water Revolving Fund administered through EGLE. Project numbers are shown on the plan.
  - b. DBE Good Faith Efforts Bidders must meet the requirements of the DBE Good Faith Efforts outlined in the specifications. Good Faith Efforts Worksheet must be included in each bid package with necessary documentation. There is not a specific percentage requirement for participation.

- c. American Iron and Steel American Iron and Steel per H.R. 3547 is required under this project. See Contract language in each Contract.
- d. Wages Davis Bacon/Prevailing Federal Wage Rates are required. Updated wage rates will be added by Addendum 10 days prior to bid if necessary.
- e. Schedule
  - i. Bids received 6/27/2019. This will be the earliest date. The City is looking at alternate bid dates for some contracts. This will be revised via addendum.
  - ii. Tentative Contract Award by City of Muskegon 7/9/2019
  - iii. EGLE Order of Approval 8/9/2019
  - iv. Award within 60 days of Order of Approval contingent upon successful sale of bonds.
  - v. Completion Dates Project Specific
- 4. Questions on General Items.
- Q; Is the City of Muskegon's local contractor preference policy applicable to this project?
- A: The city's local preference policy is not in place for these projects.
- Q: Will wage rates be updated prior to bid?
- A: Wage rates will be updated via addendum ten days prior to the bid opening date.
- Q: What is the last day for questions?
- A: This will be reviewed after the meeting and clarified via addendum.

# City of Muskegon SRF/DWRF Projects Minutes of Mandatory Pre-Bid Meeting

**Date:** June 13, 2019, 9:00 A.M.

**Meeting Location:** City of Muskegon DPW Building **Project Name:** City of Muskegon SRF/DWRF Projects

**SRF No.:** 5675-01 **DWRF No.:** 7449-01

## **PROJECT SPECIFIC ITEMS:**

1. Project Details

Package #005 Jefferson/Strong Sanitary Sewer Replacement

City of Muskegon Project No. 91856

Engineer – Prein&Newhof Representative: Matt Hulst, P.E.

The project consists of furnishing all material and constructing the following approximate quantities:

- 2,800 feet of 8-inch through 12-inch sanitary sewer installation including replacement of sanitary sewer laterals;
- 20 water service replacements;
- 1,400 feet of street reconstruction with HMA paving, driveway and sidewalk replacement, minor storm sewer repair;

Including all necessary appurtenances and restoration.

- 2. Proposal Format
  - a. Sub-contractors must be listed as shown in the proposal package
  - b. Division between SRF Eligible and DWRF Eligible is for financing purposes. All road reconstruction items are considered SRF Eligible.
- 3. Schedule May begin upon award of notice to proceed.
  - a. Note Progress Clause and Sequence of Events in Project Specifications
  - b. Note Appendix C Maintaining Traffic
  - c. Note completion dates and time in the Agreement
- 4. Sewer Abandonment of reroute of sewer under church Note abandonment detail in Appendix B.
- 5. Non-Hazardous Contaminated Fill and Dewatering evidence of contaminated groundwater on Strong Street dewatering water to go into sanitary sewer.
- 6. Exploratory Digging Required prior to construction of gravity sanitary sewer. Exploratory digging must be completed in the presence of the Engineer.
- 7. Water services Selected water services will be replaced as part of this project as shown on the plans. Some are full replacement; some are private side only as called on plans.

- 8. Questions
- **Q:** Is there a last day to ask questions?
- A: There is not a final day for questions; however no addendums will be issued within 4 days of the schedule bid.
- **Q:** What are the requirements for plumbing inspections for water services and sewer laterals on private property?
- **A:** This will be clarified via addendum.
- **Q:** Is there an Engineer's estimate that can be shared?
- **A:** Engineer's estimate for information is \$970,000.
- **Q:** Is information available as to what the contamination is in Strong Street?
- A: Contaminated groundwater was not tested for this project. The site is adjacent to a known site of contamination from a leaking underground storage tank storing gasoline. Additional information is attached for reference.
- **Q:** Is information available about hazardous exposure limits?
- **A:** Contaminated groundwater was not tested for this project. The site is adjacent to a known site of contamination from a leaking underground storage tank storing gasoline. Additional information is attached for reference.
- **Q:** Are there noise requirements for bypass pumping?
- **A:** No, there are not.
- **Q:** Are sumps required on catch basins and storm manholes?
- **A:** Yes, sumps are required on all storm drainage structures.
- **Q:** Who is responsible for pulling the SESC permit and providing a Stormwater Operator?
- A: The City will be applying for the SESC permit, the Contractor is to provide the Stormwater Operator. See Section I. 11 in the Project Specifications.
- **Q:** Is there available sanitary sewer flow data for bypass pumping?
- **A:** Flow data will be provided via addendum.



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Owner:	City of Musk	skegon					
Project Title: SRF/DWRF Projects							
SRF No.:	5675-01		SRF No.:	7449-01			
Date:	June 13, 2019	9 @ 9 A.M.	Location:	City DPW Building			
Attendee		Company		Phone Number (w/area code)	E-mail Address		
Mark Robinson		Diversco Construction		616-453-6379	mark@diverscoconst.com		
Dirk Hoekstra		Nagel Construction		616-293-0964	hoekstradirk@hotmail.com		
Karl Klynstra		Kamminga&Roodvoets		616-949-0800	klynska@kandrinc.com		
Tim Bergstrom		Kamminga&Roodvoets		616-949-0800	bergsti@kandrinc.com		
David VanderMolen		McCormickSand		231-766-0466	david@mccormicksand.com		
Gary Merkey		Jackson-Merkey		231-728-9344	gmerkey@jackson-merkey.com		
Scott Drier		Terra Contractors		231-206-5654	scott@teamterra.com		
Mike Hannan		City		231-578-6495	Mike.hannan@shorelinecity.com		
Bob Williams		Xylem		815-378-3209	bobwilliams@xyleminc.com		
Erik Morris		Eng., Inc.		517-887-1100	morrise@engdot.com		
Dave Baker		City of Muskegon		231-724-4184	dave.baker@shorelinecity.com		
Leo Evans		City of Muskegon		231-724-4184	Leo.evans@shorelinecity.com		
Matt Hulst		Prein&Newhof		231-798-01-01	mhulst@preinnewhof.com		
Barbara Marczak		Prein&Newhof		231-798-0101	bmarczak@preinnewhof.com		
Marc Walker		Milbocker & Sons		269-673-2195	mwalker@milbocker.com		
Amber Burden		Hallack Contracting		231-578-1880	amber@hallackcontracting.com		
Dan Meredith		Efficiency Production		517-243-4564	d.meredith@arcosa.com		
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At	tendee		Company	Phone Number (w/area code)	E-mail Address		
Jim Hamilton Efficiency		Production	517-230-9636	Jim.hamilton@arcosa.com			
Max Boose CL Truc		CL Truckir	ng & Excavatin	ng 616-527-9352	mboose@clte.net		



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Mark Robinson		Diversco Construction		616-453-6379	mark@diverscoconst.com		
Dirk Hoekstra		Nagel Construction		616-293-0964	hoekstradirk@hotmail.com		
Karl Klynstra		Kamminga&Roodvoets		616-949-0800	klynska@kandrinc.com		
Tim Bergstrom		Kamminga&Roodvoets		616-949-0800	bergsti@kandrinc.com		
David VanderMolen		McCormickSand		231-766-0466	david@mccormicksand.com		
Gary Merkey		Jackson-Merkey		231-728-9344	gmerkey@jackson-merkey.com		
Scott Drier		Terra Contractors		231-206-5654	scott@teamterra.com		
Mike Hannan		City		231-578-6495	Mike.hannan@shorelinecity.com		
Bob Williams		Xylem		815-378-3209	bobwilliams@xyleminc.com		
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Matt Hulst		Prein&Newhof		231-798-01-01	mhulst@preinnewhof.com		
Barbara Marczak		Prein&Newhof		231-798-0101	bmarczak@preinnewhof.com		
Marc Walker		Milbocker & Sons		269-673-2195	mwalker@milbocker.com		
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# American Iron and Steel Contract Language

The Contractor acknowledges to and for the benefit of the city of ("Purchaser") and the Michigan Department of Environmental Quality (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Fund and/or the Drinking Water Revolving Fund and such law contains provisions commonly known as "American Iron and Steel (AIS);" that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

