

**SECTION 00 91 13**

**ADDENDUM**

Addendum No. 1

Owner: City of Harrison  
Contract: City of Harrison - USDA Water System Improvements  
Project: City of Harrison - USDA Water System Improvements Date: April 12, 2022  
Owner's Contract No.: N/A Engineer's Project No.: 849050  
Engineer: Fleis & VandenBrink

**NOTICE TO ALL PROSPECTIVE BIDDERS**

BIDS DUE: April 19, 2022 @ 2:00 PM -- ISSUED TO ALL PLANHOLDERS OF RECORD

=====  
This Addendum is a part of the Contract Documents and modifies the previously issued Bidding Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may result in rejection of the Bid.

**SPECIFICATION CHANGES**

ITEM NO. 1:  
Section 00 52 00 [Title] AGREEMENT  
Section 00 52 00 is re-issued in its entirety.

ITEM NO. 2:  
Section 00 73 00 [Title] SUPPLEMENTARY CONDITIONS  
Article 20 Pre-Bid Meeting – Incorporate the attached meeting minutes from the non-mandatory pre-bid meeting held April 6, 2022, as part of the contract documents.

ITEM NO. 3:  
Section 33 21 14 [Title] VERTICAL TURBINE WELL PUMP AND ACCESSORIES  
Section 33 21 14 Vertical Turbine Well Pump and Accessories Section 2.01,A: Add National Pump as an approved manufacturer.

**ATTACHMENTS:**

- Pre-bid Meeting Minutes
- Pre-bid Meeting List of Attendees
- Specifications Section 00 52 00 AGREEMENT

**END OF SECTION**

# AGENDA

Pre-Bid Meeting, April 6, 2022 at 1:00 pm

Project Title: City of Harrison USDA Water System Improvements Project

Project No: 849050

Location: City of Harrison Office, 2105 Sullivan Dr, Harrison, MI 48625

1. Introductions and Review of Agenda

- Contractor Sign-in

2. Review of project

- i. All BIDDERS must be Planholders of Record
- ii. Project includes:
  - Water Distribution System Improvements
- iii. American Iron and Steel provision requirements
- iv. Material Testing / Density Testing / Construction Staking / Project Observation by Engineer (F&V)
- v. Progress meetings will occur at least once per month for each Contract.
- vi. Contractors are solely responsible for site safety during construction.
- vii. Submit a complete Bid Form. Documents Required to be submitted with Bid:
  - a. Bid Form
  - b. Bid Bond
  - c. List of Subcontractors
  - d. List of Project References
  - e. List of Suppliers
  - f. Evidence of Authority to do business
  - g. USDA Certifications
  - h. Contract retainage is 5%.
- viii. Bids:
  - Bids will be received at:

Bids delivered in-person:  
City of Harrison Office  
2105 Sullivan Dr  
Harrison, MI 48625

Bids submitted via mail:  
City of Harrison Office  
2105 Sullivan Dr

Harrison, MI 48625

No later than:

Date: Tuesday, April 19th, 2022

Time: 2:00 pm local time

Faxed or emailed bids will not be considered.

- Project Summary

- i. Project Summary: Approximately 7,390 feet of watermain installed via direct bury and 385 feet of watermain through directional drill methods. Watermain work, water meters, and water services inside the ROW be paid for using USDA funds. Water services that qualify as Lead Service Lines that are disturbed in this project will be replaced in compliance with Michigan's Lead and Copper Rule and work outside the ROW will be paid for through City of Harrison funds.
- ii. Other included work consists of connecting to existing water main, replacing water services, installing new valves, fire hydrants, and other appurtenances.
- iii. Water service replacement from the main to the ROW limits are covered by USDA funding. Water service replacement from the ROW to 18" inside the home or structure is covered by City of Harrison funding.
- iv. Water service replacements of Lead Service Lines, as defined by Michigan's Lead and Copper Rule, must be complete replacements from the water distribution main to 18" inside the home or structure. "Lead Service Lines" may not be partially replaced, even temporarily.
- v. New water meters for city water customers will be installed and implemented.
- vi. Contractor to verify & coordinate water meter installations and locations; inside structure or outside in ROW inside of an existing meter pit.
- vii. The contractor is responsible to work with property owners to verify utilities on private property.
- viii. Contractor to verify structure electrical grounding when replacing "lead service lines" and if grounding runs through the existing water service line, Contractor shall replace as required per code. Include in cost of water service line (City of Harrison Funds).
- ix. Meters shall interface with City billing software. The Contractor is responsible for supplying a turnkey metering system including establishment of interface with billing system.
- x. Contract times: Substantial Completion – 84 days, Final Completion – 98 days
- xi. Liquidated Damages: \$1,500/day – substantial completion, \$1,500/day – final completion
- xii. Engineer's Estimate: \$2,639,000

3. Question & Answer Session

- Questions will be taken today, and answers will be issued in addendum.
- After this meeting, direct all questions in writing to:  
David Capser, Fleis & VandenBrink, [dcapser@fveng.com](mailto:dcapser@fveng.com).

Questions received before 5:00 PM, April 14, 2022 will be answered.

4. Conclude Meeting; discuss distribution of meeting minutes and addenda.
5. Visit project site(s), if necessary/requested

Questions:

- Can the contract days be extended?
  - The contract days can be extended if circumstances change and require a contract extension. Contract is assumed work will occur concurrently, but meter installation is the priority.
- Is there a 90 day hold for bids?
  - Yes
- What material is the watermain to be replaced?
  - AC and CI
- Do meter replacements require a permit?
  - Yes, permits need to be obtained through Clare County.
- When do you think a Notice to Proceed will be given?
  - The notice of award is estimated to be issued in late June/early July. The notice to proceed can be issued at a later date to accommodate the proposed contractor schedule (subject to City approval).
- What material is the new watermain?
  - PCV (see specs for watermain)
- Do water services found to be Lead Service Lines have to be replaced from the main to 18" inside the home at the same time?
  - Yes, these services need to be replaced in compliance with the Michigan's Lead and Copper Rule.

Pre-Bid Meeting  
LIST OF ATTENDEES



Project Title: City of Harrison USDA Water System Improvements Project

Project No.: 849050 Date: April 6, 2022 Time: 1:00 pm

Name	Representing	Phone	Email	Address
David Casper	FEV	426-670-8484	dcasper@fev.org	607 Bar St. Tisbury Ct. MI 48858
Jeff Loomis	Crawford Contracting	989 775 6622	jeffery.loomis@gmail.com	2502 S. Meridian Rd Mt Pleasant MI
Sam Russell	CITY OF HARRISON	989-429-0888	SRussell@cityofharrison-mi.gov	2105 Sullivan Dr.
Avery Steubels	Steubels Excavation, Inc.	989-343-0926	AVERY.STEUBELS@gmail.com	112 S. 3rd St West Branch, MI
Mark Lyarsky	CITY OF HARRISON	989 339 7719	MLyarsky@cityofharrison-mi.gov	2105 Sullivan Dr
Tracy Wheeler-Clark	CITY OF HARRISON	989-539-7145	hwheeler-clark@cityofharrison-mi.gov	2105 Sullivan Dr
Brian Rowley	FEV	231 499 7572	browley@fev.org	603 Bay St. 1st Floor TC
Tommy Phelps	City of Harrison	989 302-2672	jphelps@cityofharrison-mi.gov	2105 Sullivan Dr
Tracy Donnelly	City of Harrison	989-429-9024	tdonnelly@cityofharrison-mi.gov	2105 Sullivan Dr.
Pierce Vredland	Peerless Midwest Inc.	269-312-3691	pierce.vredland@peerlessmidwest.com	505 Apple Tree Dr. Towa MI

## SECTION 00 52 00

### AGREEMENT

This Agreement is by and between City of Harrison ("Owner") and \_\_\_\_\_ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

#### ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **City of Harrison USDA Water System Improvements**

#### ARTICLE 2 - THE PROJECT

2.01 Project, of which the Work under the Contract Documents is a part, is generally described as follows: **City of Harrison USDA Water System Improvements**

#### ARTICLE 3 - ENGINEER

3.01 The Owner has retained Fleis & VandenBrink Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

#### ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

A. If all work can start concurrently: The Work will be substantially complete within **84 days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **98 days** after the date when the Contract Times commence to run.

B. If all work cannot start concurrently due to factors such as material lead times, contractor schedule, etc.:

The City would like meter replacement work to start as soon as possible. If lead times and schedules for other work would delay start date but meter replacement can start sooner, the following alternate contract times are available:

Water Meter Work Phase: The water meter work will be substantially complete within **80 days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90 days** after the date when the Contract Times commence to run.

Watermain, Well House, Etc. Phase: The Work for all other contract items will be substantially complete within **84 days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **98 days** after the date when the Contract Times commence to run.

If this alternate for contract times is elected, there will be a Notice to Proceed issued for each phase listed above.

#### 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,500** for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

### ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract.
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit totaling \$\_\_\_\_\_.

## ARTICLE 6 - PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **95** percent of the value of the Work completed (with the balance being retainage).
    - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200



percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the percent per annum rate 2.0% higher than the Prime Rate on the date of bid opening.

**ARTICLE 7 - CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual.
  6. Drawings (not attached but incorporated by reference) consisting of 22 sheets with each sheet bearing the following general title: USDA Water System Improvements.
  7. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid.
    - b. Documentation submitted by Contractor prior to Notice of Award.
    - c. \_\_\_\_\_.
  9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

**ARTICLE 8 - REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C 700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_ (which is the Effective Date of the Contract).

Owner:	Contractor:
_____	_____
<i>(typed or printed name of organization)</i>	<i>(typed or printed name of organization)</i>
By: _____	By: _____
<i>(individual's signature)</i>	<i>(individual's signature)</i>
Date: _____	Date: _____
<i>(date signed)</i>	<i>(date signed)</i>
Name: _____	Name: _____
<i>(typed or printed)</i>	<i>(typed or printed)</i>
Title: _____	Title: _____
<i>(typed or printed)</i>	<i>(typed or printed)</i>
	<i>(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)</i>
Attest: _____	Attest: _____
<i>(individual's signature)</i>	<i>(individual's signature)</i>
Title: _____	Title: _____
<i>(typed or printed)</i>	<i>(typed or printed)</i>
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

**END OF SECTION**