

**SECTION 00 91 13
ADDENDUM #2**

To all prospective bidders and others concerned, YOU ARE HEREBY ADVISED THAT the Contract Documents for the above referenced Project are revised in the following particulars:

Section	Description of Change
002213	Add section
004519	Add section
006370	Add section
007300	Replace section
009120	Add section

This Addendum is hereby incorporated into the original Contract Documents for the bidding referred to above and is considered as binding as though originally appearing therein. Receipt of this Addendum must be noted in the place provided in Section 00 42 43 - Proposal, dated April 19, 2024.

SECTION 00 22 13

Supplementary Instructions to Bidders

Part 1 General

1.01 Modifications

These Supplementary Instructions to Bidders amend or supplement the Instructions to Bidders as indicated below. All provisions which are not amended or supplemented remain in full force and effect.

The terms used in these Supplementary Instructions to Bidders have the meanings assigned to them in the Instructions to Bidders, General Conditions, and as follows:

- A. OWNER -- City of Plymouth, 201 S. Main Street, Plymouth, MI 48170, a Municipal Corporation, and being a party of the first part of this Contract.
- B. ENGINEER -- Wade Trim Associates, Inc., 25251 Northline Road, Taylor, Michigan 48180, or his duly authorized representative.

SIB-1.09 Receipt and Form of Bid

Delete Article 1.09 of the Instructions to Bidders and insert the following in its place:

1.09 Receipt and Form of Bid

- A. Bids shall be submitted electronically only at the time and place indicated in the Advertisement for Bids and shall be accompanied by the Bid Security and other required documents.
- B. The OWNER invites bids on the Proposal and any other form(s) attached thereto.
- C. The complete set of Contract Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- D. The quantities as shown in the Proposal are approximate only and will be used as a basis of comparison of Bids, and award of Contract(s). Payment will be made on basis of actual quantities of Work performed in accordance with the Contract Documents. The Unit Prices bid, shall include such amounts as the Bidder deems proper for overhead, profit, taxes, General Conditions and such other incidentals as noted in the Contract Documents.
- E. The Bidder shall acknowledge of receipt of all Addenda as provided for in the electronic bidding platform. Failure to acknowledge Addenda shall be cause for rejection of bid.
- F. The Legal Status of Bidder Form contained in the Contract Documents must be submitted with each Bid and must clearly state the legal position of a Bidder. In the case of a corporation, the home address, name and title of all officers must be given. In the case of a partnership, show names and home addresses of all partners. If an individual, so state. Any individual bid not signed by the individual must have attached, thereto, a power of attorney evidencing authority to sign.

- G. Other documents to be attached to the Proposal and made a condition thereof are identified in the Proposal.
- H. A tabulation of the amounts of the base bids and any alternates will be made available after the opening of Bids.
- I. To obtain Contract Documents and submit a Bid:
 - 1. Proceed to the Wade Trim website at: www.wadetrim.com/resources/bid-tab/.
 - 2. Click on the QuestCDN link and you then will be re-directed to our QuestCDN electronic bidding project list.
 - 3. Select the project as listed in the Advertisement for Bids from the list of projects. Prospective Bidders To submit a Bid, you must register for a free membership on QuestCDN and download the Contract Documents in digital form under “Download Bid Documents”. There is a non-refundable fee as stated in the Advertisement for Bids to download the documents and bid the project.
 - 4. You will be asked to sign into your account or create a free QuestCDN account by clicking the “Join” link. Contact QuestCDN at (952) 233-1632 or info@questcdn.com for assistance in membership registration, downloading the project, and VBid online bid submittal.
 - 5. The QUESTCDN Project Number for this project is listed in the Advertisement for Bids.
 - 6. To access the Bid Form, click the online bidding button at the top of bid advertisement. The on-line bid button will be available when the project is published and open for bidding.
 - 7. All addendums will be issued through the QuestCDN electronic bidding site. You must download the bid documents to be a plan holder to receive any addenda notices. It is the sole responsibility of the Bidder to obtain and review all addenda.

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

End of Section

SECTION 00 45 19
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

) ss:

County of _____)

_____, being first duly sworn, deposes and says that:

1. He/She is the of _____ (Position) of _____ (Firm), the Bidder that has submitted the attached Bid;
2. He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the Bidder nor any of its officers, partners, members, managers, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, entity or person to submit a collusive or sham bid in connection with the Contract Documents for which the attached Bid has been submitted or to refrain from bidding in connection with the Contract Documents or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other Bidder, entity or person to fix the price or prices in the attached Bid or that of any other Bidder or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Owner's Name, or any person or other entity interested in the proposed Contract Documents; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties having interest, including this affiant.

Name of Bidder: _____

Signed By: _____

Title: _____

Subscribed and sworn to me this _____ day of _____, 20_____.

_____ Notary Public

_____ County, Michigan

Acting in the County of: _____

My Commission Expires: _____

Notary Seal

**SECTION 00 63 70
CHANGE PROPOSAL FORM**

Project: _____ Date: _____

Contractor: _____

Owner: _____

This Change Proposal is submitted in accordance with Paragraph 10.06 of Section 00 72 00. If this Change Proposal is accepted, either in whole or in part, a Change Order will be issued to modify the Contract Documents accordingly.

Detailed Description of Proposed Change	
Attachments (List documents attached supporting requested change)	
Change in Contract Price	Change in Contract Time
Original Contract Price: \$ _____	Original Contract Time: Substantial Completion: _____ Final Completion: _____
Increase or Decrease from previously approved Change Order(s): \$ _____	Increase or Decrease from previously approved Change Order(s): Substantial Completion: _____ Final Completion: _____
Contract Price prior to this Change Proposal: \$ _____	Contract Time prior to this Change Proposal: Substantial Completion: _____ Final Completion: _____
Increase of this Change Proposal: \$ _____	Increase of this Change Proposal: Substantial Completion: _____ Final Completion (days): _____
Contract Price incorporating this Change Proposal: \$ _____	Contract Time incorporating this Change Proposal: Substantial Completion: _____ Final Completion: _____
Engineer's Decision on Change Proposal	

Contractor:	Engineer:	Owner:
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

SECTION 00 7300 Supplementary Conditions

These Supplementary Conditions amend or supplement the General Conditions as indicated below. All provisions which are not amended or supplemented remain in full force and effect. The terms used in these Supplementary Conditions have the meanings assigned to them in the General Conditions.

SC – 1.01 Defined Terms

Delete the definition for “Substantial Completion” in paragraph 1.01 of the General Conditions, and insert the following in its place:

Substantial Completion - The Work has progressed to the point where, in the opinion of the ENGINEER as evidenced by his definitive Certificate of Substantial Completion, it is sufficiently complete in accordance with the Contract Documents such that all storm sewer, sanitary sewer, and water main is tested, accepted, and complete in service, all curb and gutter and pavement is completed; all drives and sidewalks are complete; and only seed establishment remains for final completion.

The terms “Substantially Complete” and “Substantially Completed” as applied to any Work refer to Substantial Completion thereof.

SC - 4.02. Subsurface and Physical Conditions; Investigations and Reports

Add a new subparagraph immediately after paragraph 4.02.A of the General Conditions, which is to read as follows:

In the preparation of Plans and Specifications, ENGINEER has relied upon the following reports and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work:

Copies of the following reports and/or tests are attached as Exhibits:

Geotechnical Engineering Report
City of Plymouth – 2024 Infrastructure Improvement Program
SME Project Number 094712.00
February 21, 2024

SC – 5.03.D. Additional Insured

Add the following language at the end of paragraph 5.03.D. of the General Conditions:

The name insured on the OWNER's and CONTRACTOR's Protective Policy shall be: City of Plymouth

Additional named insured on the OWNER's and CONTRACTOR's Protective Policy shall include:

1. Wade Trim Associates, Inc.

SC - 5.04. Insurance Limits of Liability

The required limits of liability for insurance coverages requested in paragraphs 5.03 of the General Conditions shall be not less than the following:

SGC-5.04.A. Worker's Compensation

Coverage A - Compensation	Statutory
Coverage B - Employer's Liability	
Each Accident	\$ 500,000
Disease - Policy Limit	\$ 500,000
Disease - Each Employee	\$ 500,000

SGC-5.04.B. Comprehensive General Liability* - Coverage Shall be Occurrence Form

General Aggregate	\$3,000,000 **
Products - Com/Ops Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000 **
Medical Expense (any one person)	\$ 5,000

*Certificates shall show that X, C, and U coverage is included.

SGC-5.04.C. Comprehensive Automobile Liability - Coverage Shall Include Owned, Nonowned, and Hired Autos

Combined Single Limit	\$3,000,000 **
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SGC-5.04.D. OWNER's Protective Liability - Coverage Shall be Occurrence Form

Policy to be written with City of Plymouth as the insured.

General Aggregate	\$3,000,000
Each Occurrence	\$3,000,000

SGC- 5.04.E. Umbrella or Excess Liability

** CONTRACTOR is granted the option of arranging coverage under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess Liability or Umbrella Liability policy, with the Each Occurrence and the Aggregate limits equal to the total limits requested.

SC-18 – Liquidated Damages

Add the following language as Article 18 of the General Conditions, entitled Liquidated Damages, which is to read as follows:

Article 18 – Liquidated Damages

If the CONTRACTOR shall fail to Substantially Complete the Work within the Contract Time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Agreement for each calendar day that the

CONTRACTOR shall be in default after the time stipulated in the Contract Documents. The liquidated damages charged shall be deducted from the CONTRACTOR's progress payments.

The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in Substantial Completion of the Work is due to the following and the CONTRACTOR has given written notice of such delay within seven (7) calendar days to the OWNER or ENGINEER.

- A. To any preference, priority or allocation order duly issued by the OWNER.
- B. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a Contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
- C. To any delays of Subcontractors occasioned by any of the causes specified in Items A and B of this article.

End of Section

Section 00 9120 Standard Specification Section Revisions

Part 1 General

The following paragraphs amend or supplement the Standard Specification Sections as indicated below. All Standard Specification provisions which are not amended or supplemented remain in full force and effect.

Section 33 1100: "WATER UTILTIY DISTRIBUTION PIPING"

Amend the first sentence of paragraph one, Article 2.07.B, "Gate Valves," to read as follows:

Gate valves, sizes four inches through 16 inches, shall be Mueller 2360 Series; American Cast Iron Pipe Company, Waterous Series 2500; or Clow, F-6104, Resilient Wedge type, conforming to AWWA C509. Valves shall be designed for 200 psi working pressure and 400 psi test pressure. Valve body shall be cast iron, with a smooth, unobstructed waterway. Valve body, bonnet, and thrust collar shall be coated inside and out with fusion bonded epoxy. Valves shall have a 2-inch square-operating nut with cast-in directional arrow, and shall open clockwise. Gate valve shall have a cast bronze, non-rising stem with double "O" ring seals. Two low torque thrust bearings shall be located above and below the thrust collar to reduce friction and minimize operating torques. The stem nut shall be solid bronze and independent of the wedge. The wedge shall be cast iron, replaceable and completely encapsulated in permanently bonded urethane rubber per ASTM D429. Valve inlet and outlet connections shall be mechanical joint.

Section 33 1100: "WATER UTILTIY DISTRIBUTION PIPING"

Amend the first sentence of paragraph one, Article 2.07.C, "Fire Hydrants," to read as follows:

Hydrants shall be East Jordan Iron Works 5BR250 Traffic Model, dry barrel compression type conforming to AWWA C502. Unit shall have a seat valve and double operating stem "O" ring seals. Hydrant shall have a 5-1/4 inch diameter valve opening and 6-inch Mechanical Joint connection. Two, 4-inch diameter pumper nozzles shall be provided. Nozzle threads shall be to City of Detroit Fire Department standards. Hydrant shall have a 1-1/8-inch pentagon operating nut and be designed to open in a counterclockwise direction with an arrow cast into the top of the hydrant in a clearly visible location indicating the opening direction. The unit shall be designed for 250 pound working pressure and 500 pound test pressure when tested in accordance with approved AWWA methods. Hydrants shall have nozzles on a removable head or upper section so nozzles may be rotated without removing the lower barrel section.

The bonnet, nozzle housing, lower barrel, and elbow must all be made of the same material (cast iron or ductile). The traffic safety device of the hydrant must consist of a two piece frangible section and a cast iron break coupling. The lower barrel must be flanged at both ends and have a reinforced traffic flange area. The lower barrel must also be designed to accept a one piece flanged spool extension at the traffic area of the hydrant.

The hydrant must be designed for removal of the stem, main valve, drain valve, and seat ring through the top of the hydrant without removing the nozzle housing. A short design wrench is required which does not place excessive force on the stem traffic coupling.

Hydrants shall be suitable for a bury of 6-feet from bottom of hub to grade line unless otherwise indicated on the Plans. Hydrants' exterior surfaces shall be painted using suitably approved weatherproof paint. Hydrant shall be painted black below grade line and red above the grade line.

Section 33 1100: "WATER UTILTIY DISTRIBUTION PIPING"

Delete Article 2.10, Corporation Stops, of Section 33 1100 and insert the following in its place.

2.10 Corporation Stops

Corporation stops shall be Mueller 300, ball type corporation stops, 1-inch minimum size, AWWA taper thread inlet and Copper Flare outlet.

Section 33 1100: "WATER UTILTIY DISTRIBUTION PIPING"

Delete Article 2.12, Curb Stops, of Section 33 1100 and insert the following in its place.

2.12 Curb Stops and Curb Box

Curb boxes shall be Mueller Company, extension type with arch pattern base, model H-10334, 1-inch inside diameter, combination lid with pentagon plug.

Section 33 1100: "WATER UTILTIY DISTRIBUTION PIPING"

Delete Article 2.22.D., Acceptable Manufacturers-Corporation Stops, and 2.22.F., Acceptable Manufacturers-Curb Stops, in their entirety.

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

End of Section