Purchasing Division
Finance Department

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Addendum # 1
Solicitation # 24-99445
Lead Water Service Replacement – New Duluth Neighborhood

NOTICE

This Addendum is issued to modify, explain or correct the original drawings, specifications and/or previous addenda and is hereby made a part of the Contract Documents.

CHANGES TO DRAWINGS

Sheets EC1 and EC2 are herby issued and shall be considered part of the Contract Drawings as the project Stormwater Pollution Prevention Plan (SWPPP). The Contractor is responsible for applying and paying for the General Stormwater permit for the project.

CHANGES TO SPECIAL PROVISIONS

1. The following is hereby added to **SP-2.3**:

    - The Contractor is required to post project signs (yard signs) provided by the City at each work site. Where multiple sites are being worked on one side of a block, the signs shall be located before and after the combine work sites. The Contractor is responsible for protecting, salvaging, and re-posting the provided signs as the work progresses. The City reserves the right to charge the Contractor for signs that are damaged, inadequately protected, or misplaced by the Contractor.

2. The following is hereby added to **SP-13**:

    - All permit applications and materials shall be submitted electronically.

3. Delete the second sentence in the first paragraph of **SP-18** and replace with the following:

    Such work shall be compensated based on the undistributed quantities provided in the plan for **"Not Site Specific"** and as measured in the field or applicable bid items.

4. Delete the **SP-19.5** in its entirety and replace with the following:

   The City will supply pitchers and filters using a third party vendor. The Contractor is responsible for coordinating the work with the City at least 2 weeks in advance of any service replacement to allow the City to notify the third party vendor and allow for the time to package and mail the pitchers and filters.

5. The following is hereby added to **SP-32.3**:

   No adjustments to Contract Time shall be made for sanitary service repairs that are less than four hours in duration as determined from the moment excavation on the service begins to when the pipe is initially backfilled. Thereafter, any adjustments to Contract time shall only be considered for such durations in excess of the four hours allotted for herein.

6. The following is hereby added to **SP-34.2**:

   The excavation for potholing water service for material identification shall extend a minimum of 3-ft from the curb stop or as directed by the Engineer.

RESPONSES TO BIDDER QUESTIONS

The following questions submitted for the City's other LSLR projects bid earlier in 2024 and currently under construction in 2024. The City's responses thereto are hereby included and shall apply to this project:

1. **Question:** If a corporation is not located as located by the city, will any additional expenses related to saw cutting and downtime be covered by the City of Duluth (COD)?
   a. **Response:** If the provided locate is off by more than 2-ft, the City will consider payment for extra work.

2. **Question:** Concerning liquidated damages (LDs), will the daily penalty be calculated based on the original contract amount or the remaining amount left on the contract? If the original contract amount is used this will likely be $2500 per day…St. Cloud was only at a $500 per day LD with 70 less sites and 2 extra months of working weather time. Per MnDOT 1807.1-1 – original contract amount.
   a. **Response:** Liquidated damages shall be assessed based on the contract value per MnDOT 1807.1.

3. **Question:** If all available means to gain access to a property have been exhausted, and the property owner remains uncooperative or denies access while work is in progress nearby, will additional mobilization expenses be compensated if the work needs to be revisited later?
    a. **Response:** More than 95% of homeowners have signed and provided an agreement for the work to occur. The Contractor will be expected to make and document at least (3) outreach attempts to arrange and schedule the work due to expected variations in homeowner work schedules, life events, etc. At that point, if no response is received, the City will make at least (1) more outreach attempt before declaring the homeowner non-responsive.

4. **Question:** Is it intended to specify that all saw cuts must be re-sawed before restoration?
    a. **Response:** the intent is that pavement restoration shall be provided against a straight, clean, and undamaged sawcut line (edge). If the pavement edge is raveled, undermined, or damaged, the Contractor is required to re-saw the pavement to provide a clean edge to complete the restoration.

5. **Question:** Will the city be responsible for verifying the functionality of all valves prior to beginning construction?
    a. **Response:** The City is responsible for the actuating and closing all mainline water valves if or as required.

6. **Question:** The Special Provisions mention "attempts" as a criterion. Can you specify the parameters that define what constitutes "attempts"? Clarity on this subjective term would be beneficial. "This methodology of construction should only be employed when specified on the plans or approved by the Engineer after unsuccessful attempts with trenchless methods".
    a. **Response:** The Contractor is expected to make multiple, good faith efforts to construct services by trenchless methods as needed at sites where this method is specified. Where it is determined that trenchless methods are not practicable, it will be deemed so by the Engineer due to a combination of the unsuccessful attempts made by the Contractor and a demonstrable, unforeseeable field condition that precludes the use of a trenchless method. Improper or insufficient equipment or construction methods will not be considered valid reasons for failing to construct services using trenchless methods.

7. **Question**: Regarding pressure testing of water lines, please confirm that a Visual leak inspection is required, not a pressure test.
    a. **Response:** per City Standard specification services shall be tested for pressure and leakage by inspection of all exposed joints while under system pressure.

8. **Question:** Clarification is needed regarding the decision-making authority of inspectors versus engineers, and whether downtime compensation or time extensions will be granted when awaiting decisions from the city engineer.
    a. **Response:** The Contractor is directed to Division I of the MnDOT Standard Specifications including, but not limited to, MnDOT 1403, 1501, 1509, and 1510.

9. **Question:** If the Contractor's operations result in drilling fluid filling an adjacent sanitary service who is responsible for cleanup / repairs?
    a. **Response:** The contractor will be responsible for restoration of damage caused by drilling, pulling pipe, or drilling equipment to yards, buildings, surrounding streets, etc. at no cost to the City.

10. **Question:** if the water main is deeper than expected, will additional compensation be provided for excavation, removals, and restoration.
    a. **Response:** No modification to pay limits or unit prices shall be made for water mains encountered with depths of cover less than or equal to 10-ft (measured from existing ground to the top of main).

11. **Question:** We would like clarification on whether the city requires a full-time plumber onsite throughout the project. Specifically, we are interested in understanding if a plumber needs to be available for calls at any time during the project's duration.
    a. **Response:** The General Contractor is responsible for scheduling the work with the licensed plumber to be on site as needed to complete the water service connection in the house. However, and especially where the Contractor anticipates completing the service connection(s) later or at the end of any given day, the special provision notes that the plumber must be available until at least 7 p.m. to complete the connection to minimize the disruption to the resident due to the water outage and to minimize the need for a temporary water connection(s).

12. **Question:** City of Duluth MS4 Erosion & Sediment Control & Filling & Grading Permits: for these permits, do we need to apply per address similar to the electrical and plumbing permits, or is this on a project basis? This is a little grey under MPCA rules. If this is not on a project basis, does the MPCA have to be notified with a NPDES permit approved and accompanying SWPPP? Who will be generating the SWPPP? Please provide a cost for this/these permits.
    a. **Response:** The City of Duluth MS4 & Sediment Control permit shall be obtained by the Contractor and shall be applied for on a project basis (one application). A Fill/Grading Permit is not required. The City will waive the fees of these permits.

13. **Question:** What methods are anticipated for obtaining access to the sanitary lateral to complete the televising?
    a. **Response:** As described in the Special Provisions, methods the Contractor may access the sanitary lateral include 1) a cleanout inside the building, 2) a cleanout outside of the building, 3) a lateral launch camera from inside the sewer main or 4) into a service pipe exposed in an excavation. The Contractor may also wish to consider, with the homeowner's permission, removing the existing house trap to access the lateral and providing the necessary repairs / restoration to match the pre-construction building condition and provide a pluming code compliant pipe repair with applicable plumbing permit. Regardless of method(s), no adjustment to contract prices or separate payment shall be made for the various method(s) used or attempts made.

14. **Question:** Will there be separate compensation for failed trenchless attempts? Who will make the call on when trenchless methods are not feasible?
    a. **Response:** Per the special provisions, no compensation will be made for failed trenchless attempts. The Engineer, with the Contractor's input, will determine the feasibility of trenchless method based on the observed field condition and attempts made.

SUPPLEMENTAL INFORMATION

The following information is hereby provided for the Contractor's consideration:

1. **01_2080 Sanitary MH Depths & Hydrant Pressures.pdf** – for the Contractor's consideration to determine the approximate depth of sanitary mains but subject to variations in existing ground line elevation. Available hydrant water pressures are included.
2. **02_2080 I&I Records.pdf**
3. **03_SEQ & Charts.xlsm**
4. **04_City Sample Agreement 10 E McGonagle St.pdf** – a copy of a representative Homeowner Agreement for the project.

Please acknowledge receipt of this Addendum by checking the acknowledgement box within the www.bidexpress.com solicitation.

Posted: **5/13/24**

END OF ADDENDUM

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STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE

1. GENERAL

THE MINNESOTA POLLUTION CONTROL AGENCY (MPCA) REGULATES STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY DISTURBING LAND EQUAL TO OR GREATER THAN ONE ACRE THROUGH A GENERAL STORMWATER PERMIT (PERMIT NO. MN R100001) AUTHORIZING THE DISCHARGE OF STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY TO WATERS OF THE STATE IN COMPLIANCE WITH THE CLEAN WATER ACT AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM (NPDES/SDS) PROGRAM. THE GENERAL PERMIT (PERMIT) REQUIRES THE DEVELOPMENT AND IMPLEMENTATION OF A STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE SWPPP IS A COMBINATION OF NARRATIVE, CALCULATIONS, PLANS SHEETS, AND STANDARD DETAIL SHEETS THAT ADDRESS THE FORESEEABLE CONDITIONS AT ANY STAGE IN THE CONSTRUCTION OR POST-CONSTRUCTION ACTIVITIES.

THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING TEMPORARY BMPs AT EACH PROJECT SITE TO MANAGE CONSTRUCTION STORMWATER AND TO PREVENT THE DISCHARGE OF SEDIMENT LADEN STORMWATER TO "WATERS OF THE STATE".

UNLESS A SPECIFIC PAYMENT ITEM(S) ARE PROVIDED THEREFORE, ALL WORK TO COMPLY WITH THE NPDES STORMWATER PERMIT SHALL BE CONSIDERED INCIDENTAL WITH NO SEPARATE PAYMENT THEREFOR.

2. GENERAL AND ADMINISTRATIVE REQUIREMENTS

A. RESPONSIBLE PARTIES: THE OWNER AND GENERAL CONTRACTOR (OPERATOR)(CONTRACTOR) ARE CO-PERMITTEES OF THE PERMIT AND ARE JOINTLY RESPONSIBLE FOR COMPLIANCE WITH TERMS AND CONDITIONS OF THE PERMIT. OBTAIN AND REVIEW THE PERMIT AND COMPLY WITH PERMIT SECTIONS 3, 4, 6-24 (PERMIT PART 3.5). VERIFY THAT PERMIT REQUIREMENTS ARE SATISFIED AND COMPLETE THE BLANKS ON THIS SWPPP SHEET(S).

B. PERMIT APPLICATION (PERMIT ITEM 3.2): THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE OWNER, COMPLETING THE PERMIT APPLICATION ON-LINE, AND PAYING THE APPLICATION FEE. APPLY ON-LINE AT THE MPCA CONSTRUCTION STORM WATER WEBSITE: https://www.pca.state.mn.us/water/construction-stormwater.

C. PERMIT COVERAGE (PERMIT ITEMS 3.3, 3.4): FOR PROJECTS THAT DISTURB LESS THAN 50 ACRES OR DO NOT DISCHARGE STORMWATER WITHIN 1 MILE (AERIAL RADIUS MEASUREMENT FROM PROJECT BOUNDARIES) OF A SPECIAL OR IMPAIRED WATER, PERMIT COVERAGE TYPICALLY BECOMES EFFECTIVE UPON ON-LINE APPLICATION AND COMPLETION OF THE PAYMENT PROCESS.

FOR PROJECTS THAT DISTURB 50 ACRES OR MORE AND DISCHARGE STORMWATER WITHIN 1 MILE OF A SPECIAL OR IMPAIRED WATER, THE COMPLETE SWPPP MUST BE SUBMITTED TO THE MPCA AT LEAST 30 DAYS BEFORE THE START OF CONSTRUCTION. CONSTRUCTION MAY BEGIN AFTER ON-LINE APPLICATION, COMPLETION OF THE PAYMENT PROCESS, AND, AFTER RECEIVING A DETERMINATION LETTER FROM THE MPCA THAT REVIEW OF THE SWPPP IS COMPLETE. IF THE MPCA FAILS TO CONTACT PERMITTEES WITHIN 30 DAYS OF APPLICATION RECEIPT, COVERAGE IS EFFECTIVE 30 DAYS AFTER COMPLETING THE PAYMENT PROCESS.

* DOES THE PROJECT DISTURB 50 ACRES OR MORE? NO
* DOES THE PROJECT DISCHARGE WITHIN 1-MILE OF A SPECIAL (PERMIT ITEM 23.3-23.6) OR IMPAIRED WATER (PERMIT ITEM 23.7)? YES

IF "YES" FOR BOTH OF THE ABOVE, SUBMIT THE ONLINE APPLICATION, PAYMENT, AND THE COMPLETE SWPPP (SWPPP AND PLAN SHEETS IT REFERENCES, STORMWATER REPORT, AND SITE ASSESSMENTS FOR GROUNDWATER AND SOIL CONTAMINATION), AT LEAST 30 DAYS BEFORE THE START OF CONSTRUCTION.

DO NOT BEGIN LAND DISTURBING CONSTRUCTION ACTIVITIES UNTIL PERMIT COVERAGE IS EFFECTIVE. THE START OF ANY LAND DISTURBING ACTIVITIES SIGNIFIES THAT THE CONTRACTOR IS ASSUMING RESPONSIBILITY FOR PERMIT COVERAGE AND HAS COMPLIED WITH PERMIT REQUIREMENTS.

D. NOTIFICATION OF COVERAGE (PERMIT ITEM 3.6): THE CONTRACTOR WILL RECEIVE A NOTIFICATION OF COVERAGE FROM THE MPCA (E.G., VIA EMAIL). KEEP OR POST A COPY OF THE NOTIFICATION OF COVERAGE WITH THE SWPPP AT THE PROJECT SITE. PROVIDE COPIES TO THE OWNER AND LHB.

E. CHANGE OF COVERAGE FOR NEW OWNER OR NEW OPERATOR (PERMIT ITEMS 3.7, 3.8): FOR A NEW OWNER OR OPERATOR, THE CURRENT OWNER, AND NEW OWNER OR OPERATOR, MUST SUBMIT A "NOTICE OF TERMINATION/PERMIT MODIFICATION FORM" PRIOR TO THE NEW OWNER OR OPERATOR COMMENCING CONSTRUCTION ACTIVITY, NO LATER THAN 30 DAYS AFTER PROPERTY OWNERSHIP TRANSITION. THIS FORM IS AVAILABLE AT THE ABOVE MPCA WEBSITE.

F. TERMINATION OF COVERAGE (PERMIT SECTION 4): THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE OWNER AND TERMINATING PERMIT COVERAGE BY COMPLETING AND SUBMITTING A "NOTICE OF TERMINATION/PERMIT MODIFICATION FORM" (NOT) TO THE MPCA AFTER ALL OF THE CONDITIONS OF PERMIT ITEM 4.4 AND 4.5 ARE SATISFIED. PROVIDE, TO OWNER, PHOTOS OF THE SITE SUBMITTED TO THE MPCS WITH THE NOT.

G. RECORD RETENTION AND AVAILABILITY (PERMIT SECTION 20): THE CONTRACTOR SHALL KEEP A COPY OF THE SWPPP, INCLUDING ALL CHANGES, AND INSPECTIONS AND MAINTENANCE RECORDS ON SITE OR ELECTRONICALLY AVAILABLE ON-SITE DURING NORMAL WORKING HOURS DURING CONSTRUCTION PER PERMIT SECTION 20. THIS DOCUMENTATION MUST BE KEPT ON FILE FOR 3 YEARS AFTER SUBMITTAL OF THE NOTICE OF TERMINATION. COORDINATE TRANSFER OF THIS DOCUMENTATION TO THE OWNER AT PROJECT COMPLETION.

H. CHANGES (AMENDMENTS) TO SWPPP (PERMIT SECTION 6): UPDATE AND DOCUMENT CHANGES WITHIN 7 DAYS TO THE SWPPP DURING CONSTRUCTION PER PERMIT SECTION 6. KEEP DOCUMENTATION WITH THE SWPPP (E.G., "THE REASON INLET PROTECTION WAS REMOVED FROM INLET 23 WAS DUE TO STREET FLOODING/FREEZING CONCERNS, AS ALLOWED BY PERMIT ITEM 9.8.").

3. CONSTRUCTION ACTIVITY REQUIREMENTS

A. GENERAL: COMPLY WITH THE PERMIT AND SWPPP AND THE REQUIREMENTS OF THE PERMIT. THE BEST MANAGEMENT PRACTICES (BMPS) IDENTIFIED IN THE SWPPP AND PERMIT MUST BE SELECTED, INSTALLED, AND MAINTAINED IN AN APPROPRIATE AND FUNCTIONAL MANNER IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS, MANUFACTURER RECOMMENDATIONS, AND ACCEPTED ENGINEERING PRACTICES.

B. EROSION PREVENTION PRACTICES (PERMIT SECTION 8): BEFORE WORK BEGINS, DELINEATE THE LOCATION OF AREAS NOT TO BE DISTURBED (E.G., BUFFERS).

WHEN STEEP SLOPES MUST BE DISTURBED, USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES (E.G., SLOPE DRAINING, TERRACING).

WHEN CONSTRUCTION ACTIVITY WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS (7 DAYS FOR SPECIAL AND IMPAIRED WATERS, SEE SECTION23), STABILIZE EXPOSED SOIL AREAS (INCLUDING STOCKPILES) IMMEDIATELY, AND COMPLETE THE STABILIZATION NO LATER THAN 14 DAYS AFTER CONSTRUCTION ACTIVITY HAS CEASED (NO LATER THAN 7 DAYS FOR SPECIAL OR IMPAIRED WATERS AS DESCRIBED IN PERMIT SECTION 23). AMEND SWPPP BY INDICATING THE LOCATION OF AREAS WHERE CONSTRUCTION WILL BE PHASED TO MINIMIZE DURATION OF EXPOSED SOIL AREAS (E.G., STEEP SLOPE AREAS).

PLAN FOR AND IMPLEMENT CONSTRUCTION PRACTICES TO SATISFY THE ABOVE AND ALL CONDITIONS OF PERMIT SECTION 8.

C. SEDIMENT CONTROL PRACTICES & TEMPORARY SEDIMENT BASINS (PERMIT SECTIONS 9 AND 14): BEFORE ANY LAND DISTURBING ACTIVITY BEGINS, ESTABLISH SEDIMENT CONTROL BMPS ON ALL DOWNGRADIENT AREAS OF THE SITE THAT DRAIN TO ANY SURFACE WATERS, INCLUDING BUT NOT LIMITED TO, CURB AND GUTTER SYSTEMS, STORM SEWER INLETS, DITCHES. BMPS MUST BE LOCATED UPGRADIENT OF ANY BUFFER ZONES AND MUST REMAIN IN PLACE UNTIL PERMANENT COVER IS ESTABLISHED FOR THE AREA DRAINING TO IT.

FOR CONSTRUCTION AREAS THAT DRAIN TOWARDS ADJACENT SURFACE WATERS, PRESERVE A 50 FOOT NATURAL BUFFER (100 FOOT FOR SPECIAL OR IMPAIRED WATERS AS DESCRIBED IN PERMIT SECTION 23), OR PROVIDE REDUNDANT PERIMETER SEDIMENT CONTROLS. IF PRESERVING A BUFFER IS INFEASIBLE, DOCUMENT THIS DETERMINATION AND THE SUBSTITUTE BMPS IN THE SWPPP PER PERMIT ITEM 9.17.

PLAN FOR AND IMPLEMENT CONSTRUCTION PRACTICES TO SATISFY THE ABOVE AND ALL CONDITIONS OF PERMIT SECTION 9 AND 14.

D. DEWATERING AND BASIN DRAINING (PERMIT SECTION 10): COMPLY WITH SECTION 10 OF THE PERMIT.

E. INSPECTIONS AND MAINTENANCE (PERMIT SECTION 11): COMPLY WITH SECTION 11 OF THE PERMIT.

F. POLLUTION PREVENTION MANAGEMENT MEASURES (PERMIT SECTION 12): COMPLY WITH SECTION 12 OF THE PERMIT. AMEND SWPPP BY INDICATING THE LOCATION OF POTENTIAL POLLUTANT GENERATING ACTIVITIES ON SITE MAPS FOR THE DURATION OF CONSTRUCTION PER PERMIT SECTION 5.9.

4. SWPPP RESPONSIBILITIES/TRAINED INDIVIDUALS

A. THE CONTRACTOR WILL OVERSEE SWPPP IMPLEMENTATION, REVISE AND AMEND THE SWPPP, AND PERFORM INSPECTIONS. THE FOLLOWING CONTRACTOR REPRESENTATIVE IS TRAINED TO PERFORM THESE DUTIES AND WILL ASSUME THESE RESPONSIBILITIES (PERMIT ITEMS 5.20, 21.2.b):

NAME: _____

TRAINING DATE/INSTRUCTOR/ENTITY: _____

TRAINING CONTENT/HOURS: _____

B. THE CONTRACTOR WILL SUPERVISE THE INSTALLATION, MAINTENANCE AND REPAIR OF BMPS BEFORE AND DURING CONSTRUCTION. THE FOLLOWING CONTRACTOR REPRESENTATIVE IS TRAINED TO PERFORM THESE DUTIES AND WILL ASSUME THESE RESPONSIBILITIES (PERMIT ITEMS 5.20, 21.2.c):

NAME: _____

TRAINING DATE/INSTRUCTOR/ENTITY: _____

TRAINING CONTENT/HOURS: _____

C. PERSON KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMPS WHO WILL COORDINATE WITH CONTRACTORS, SUBCONTRACTORS, AND OPERATORS ON-SITE TO OVERSEE IMPLEMENTATION OF THE SWPPP (PERMIT ITEM 5.21)(TYPICALLY GENERAL CONTRACTOR):

NAME/TITLE: _____

D. CHAIN OF RESPONSIBILITY: THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL SWPPP IMPLEMENTATION ON THE CONSTRUCTION SITE AND IS ACCOUNTABLE FOR SUBCONTRACTORS AND OTHER CONTRACTORS WORKING ON SITE AND THEIR COMPLIANCE WITH THE GENERAL STORMWATER PERMIT AND SWPPP REQUIREMENTS.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: _____ BRAD SCOTT (TYPE NAME)

DATE: 5/08/2024

LIC. NO: 46198

CITY OF DULUTH
ENGINEERING DIVISION
411 W. 1ST ST. STE. 211
DULUTH, MN 55802

2023 LEAD WATER SERVICE REPLACEMENT PROJECT – PHASE II
GARY NEW DULUTH, MN

CITY PROJECT NO.: 2080 | STATE AID PROJECT NO.: NA

DRAWN BY: JDO
SWPPP
SHEET NO. EC1 OF EC2

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STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE (CONTINUED)

5. REGULATORY AGENCIES AND PERMITS

   A. COMPLY WITH REQUIREMENTS OF ALL REGULATORY AGENCIES AND PERMITS HAVING JURISDICTION DURING CONSTRUCTION ACTIVITIES.

6. DESCRIPTION OF THE CONSTRUCTION ACTIVITY / SWPPP COMPONENTS

   A. NARRATIVE/TIMING (PERMIT ITEM 5.4):

      1) PROJECT SUMMARY: THE PROJECT INVOLVES THE REPLACEMENT OF LEAD WATER SERVICE LINES IN THE GARY–NEW DULUTH NEIGHBORHOOD AT APPROXIMATELY 170 INDIVIDUAL RESIDENTIAL LOCATIONS.
         a. DEWATERING ACTIVITIES.
         b. STREETS, CURB AND GUTTER, AND SIDEWALK CONSTRUCTION.
         c. CONSTRUCTION OF OTHER UTILITIES (E.G. DRINKING WATER AND SANITARY SEWER).
         d. SURFACE RESTORATION AND TURF STABILIZATION.

      2) TIMING FOR INSTALLATION OF EROSION & SEDIMENTATION BMPS AND PERMANENT STORMWATER MANAGEMENT SYSTEMS, IN GENERAL SEQUENTIAL ORDER FROM FIRST TO LAST (PERMIT ITEM 5.4):
         a. INLET PROTECTION FOR EXISTING INLETS / SILT FENCE / DELINEATION AREAS NOT TO BE DISTURBED / ROCK CONSTRUCTION ENTRANCE / TEMPORARY SEDIMENTATION BASIN: PROVIDE PRIOR TO CONSTRUCTION; MAINTAIN DURING CONSTRUCTION.
         b. SILT FENCE AROUND STOCKPILES: PROVIDE DURING CONSTRUCTION.
         c. PORTABLE SEDIMENT CONTAINMENT SYSTEMS FOR TREATING WATER FROM DEWATERING OPERATIONS : PROVIDE DURING CONSTRUCTION.
         d. INLET PROTECTION FOR NEW INLETS: PROVIDE AS CONSTRUCTED.
         e. OIL–GRIT PRETREATMENT UNITS
         f. HARD SURFACING (E.G., BUILDING ROOFS, PAVEMENTS)
         g. VEGETATIVE COVER / EROSION CONTROL BLANKETS: AFTER FINAL TOPSOIL PLACEMENT AND FINISH GRADING.
         f. INFILTRATION AND FILTRATION BASINS
         g. REMOVAL OF TEMPORARY BMPS: AFTER FINAL STABILIZATION IS ESTABLISHED.

      3) IMPERVIOUS SURFACE AREAS / WATER QUALITY VOLUME:
         a. PRE–CONSTRUCTION IMPERVIOUS (PERMIT ITEM 5.8): 0.5 ACRES
         b. POST–CONSTRUCTION IMPERVIOUS (PERMIT ITEM 5.8): 0.5 ACRES
         c. NET NEW IMPERVIOUS: 0.0 ACRES
         d. WATER QUALITY VOLUME: NA CUBIC FEET
         e. ACTUAL WATER QUALITY VOLUME RETAINED ON–SITE / METHOD OF RETENTION: NA CUBIC FEET / INFILTRATION
         f. THE REASON THE FULL WATER QUALITY VOLUME CANNOT BE INFILTRATED (PER PERMIT ITEM 5.15): NA
         g. REMAINDER OF WATER QUALITY VOLUME AND ALTERNATIVE TREATMENT METHOD: NA

      4) CHEMICALS AND CHEMICAL TREATMENT SYSTEMS USED FOR ENHANCING THE ON–SITE SEDIMENTATION PROCESS AND HOW COMPLIANCE WILL BE ACHIEVED (PERMIT ITEM 5.22): NA

      5) PER PERMIT ITEM 5.13, DOCUMENTATION OF INFEASIBILITY FOR:
         a. TEMPORARY SEDIMENT BASIN (PERMIT PART 14.10): NA
            ALTERNATIVE (PERMIT ITEM 5.14): NA
         b. OBTAINING RIGHT–OF–WAY FOR PERMANENT STORMWATER MANAGEMENT SYSTEMS OF LINEAR PROJECTS: NA
         c. BUFFER ZONES (PERMIT ITEMS 9.17 AND 23.11): NA

      6) STORMWATER MITIGATION MEASURES IDENTIFIED IN ENVIRONMENTAL REVIEW OR OTHER REQUIRED REVIEW (PERMIT ITEM 5.16): NA

   B. STORMWATER REPORT (PERMIT ITEM 5.6): NA

   C. SITE ASSESSMENTS FOR GROUNDWATER OR SOIL CONTAMINATION (PERMIT ITEM 5.25): NA

   D. PLAN SHEETS:
      1) SWPPP (PERMIT ITEM 5.2): THIS SHEET(S), INCLUDING DOCUMENTATION DESCRIBED AND REFERENCED HEREIN.
      2) TEMPORARY BMPS / ESTIMATED QUANTITIES LOCATIONS OF AREAS NOT TO BE DISTURBED / SOIL TYPES (PERMIT ITEMS 5.3, 5.5, 5.7, 5.9): SEE SHEETS 21 AND 30–169, AND STANDARD DETAIL SHEETS.
      3) PERMANENT BMPS (PERMIT ITEM 5.3, 5.5): SEE SHEETS 30–169.
      4) EXISTING GRADES, DRAINAGE BOUNDARIES AND FLOW DIRECTIONS, DISCHARGE POINTS WHERE STORMWATER LEAVES THE SITE OR ENTERS SURFACE WATERS, AREAS OF STEEP SLOPES (PERMIT ITEM 5.9): SEE SHEETS 30–169.
      5) FINAL GRADES, DRAINAGE BOUNDARIES AND FLOW DIRECTIONS, DISCHARGE POINTS WHERE STORMWATER LEAVES THE SITE OR ENTERS SURFACE WATERS, AREAS OF STEEP SLOPES (PERMIT ITEM 5.9): SEE SHEETS 30–169.
      6) IMPERVIOUS SURFACING / METHODS OF FINAL STABILIZATION (PERMANENT COVER)(PERMIT ITEM 5.17): SEE SHEETS 30–169.
      7) MAP OF SURFACE WATERS, EXISTING WETLANDS AND STORMWATER PONDS/BASINS IDENTIFIABLE ON USGS 7.5 MIN. QUAD. MAPS, NWI MAP OR EQUIVALENT WITHIN 1 MILE OF SITE (AERIAL RADIUS MEASUREMENT FROM PROJECT BOUNDARIES) THAT RECEIVE RUNOFF FROM SITE DURING OR AFTER CONSTRUCTION (IDENTIFY SPECIAL AND IMPAIRED WATERS AND ANY APPROVED TMDLS)(PERMIT ITEMS 5.10, 5.19): NA
      8) FOR THE ABOVE SPECIAL OR IMPAIRED WATERS, DOCUMENTATION OF BMPS USED TO ADDRESS TMDL OR WLA REQUIREMENTS TO COMPLY WITH PERMIT SECTION 23: NA
      9) SITE MAP OF CONSTRUCTION ACTIVITY AREAS THAT ARE ADJACENT TO AND DRAIN TO MINNESOTA DEPARTMENT OF NATURAL RESOURCES (MDNR) PUBLIC WATERS PROMULGATED AS "WORK IN WATER RESTRICTIONS" DURING SPECIFIED FISH SPAWNING TIMES (PERMIT ITEM 5.11): NA
      10) METHODS TO PRESERVE TOPSOIL AND TOPSOIL PRESERVATION AREAS (PERMIT ITEM 5.24): NA
      11) METHODS TO MINIMIZE SOIL COMPACTION AND INFILTRATION AREAS TO BE PROTECTED FROM EXCESSIVE SOIL COMPACTION AND SEDIMENTATION (PERMIT ITEM 5.24): SEE SHEETS 30–169
      12) AREAS WHERE CONSTRUCTION WILL BE PHASED TO MINIMIZE THE DURATION OF EXPOSED SOILS (PERMIT ITEM 5.18): NA
      13) DELINEATION OF BUFFER ZONES (PERMIT ITEM 5.12): NA

   E. STANDARD DETAIL SHEETS: MnDOT STANDARD PLANS 5–297.405 IS HEREBY INCORPORATED BY REFERENCE. SHEETS 4 OF 8, 5 OF 8, AND 6 OF 8 SHALL APPLY. AVAILABLE AT: https://standardplans.dot.state.mn.us/

   F. MAINTENANCE PLAN: NA

7. STANDARDS SPECIFICATIONS FOR CONSTRUCTION:
   UNLESS NOTED OTHERWISE IN CONTRACT DOCUMENTS, MATERIAL AND CONSTRUCTION REQUIREMENTS FOR TEMPORARY SEDIMENT CONTROL AND EROSION PREVENTION SHALL BE IN ACCORDANCE WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION.

8. CALCULATIONS AND OTHER INFORMATION USED FOR DESIGN OF TEMPORARY SEDIMENTATION BASINS AND PERMANENT STORMWATER TREATMENT SYSTEMS (PERMIT ITEM 5.6): NA

9. PROCEDURES TO ESTABLISH ADDITIONAL TEMPORARY BMPS, AS NECESSARY, DURING CONSTRUCTION (PERMIT ITEM 5.5):
   A. IF REGULAR INSPECTIONS OR OTHER OBSERVATIONS INDICATE THE NEED FOR ADDITIONAL TEMPORARY BMPS TO PREVENT EROSION, THEN PROVIDE ADDITIONAL BMPS BEFORE THE NEXT RAIN EVENT.
   B. THE CONTRACTOR SHALL PREPARE, PROVIDE, AND MAINTAIN CLEAR AND UPDATED SITE PLANS OF THE CURRENT TEMPORARY BMPS ON THE CONSTRUCTION PLAN SHEETS PROVIDED.
   C. AMEND THE SWPPP WITH ALL CHANGES TO THE SWPPP WITHIN 7 DAYS.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

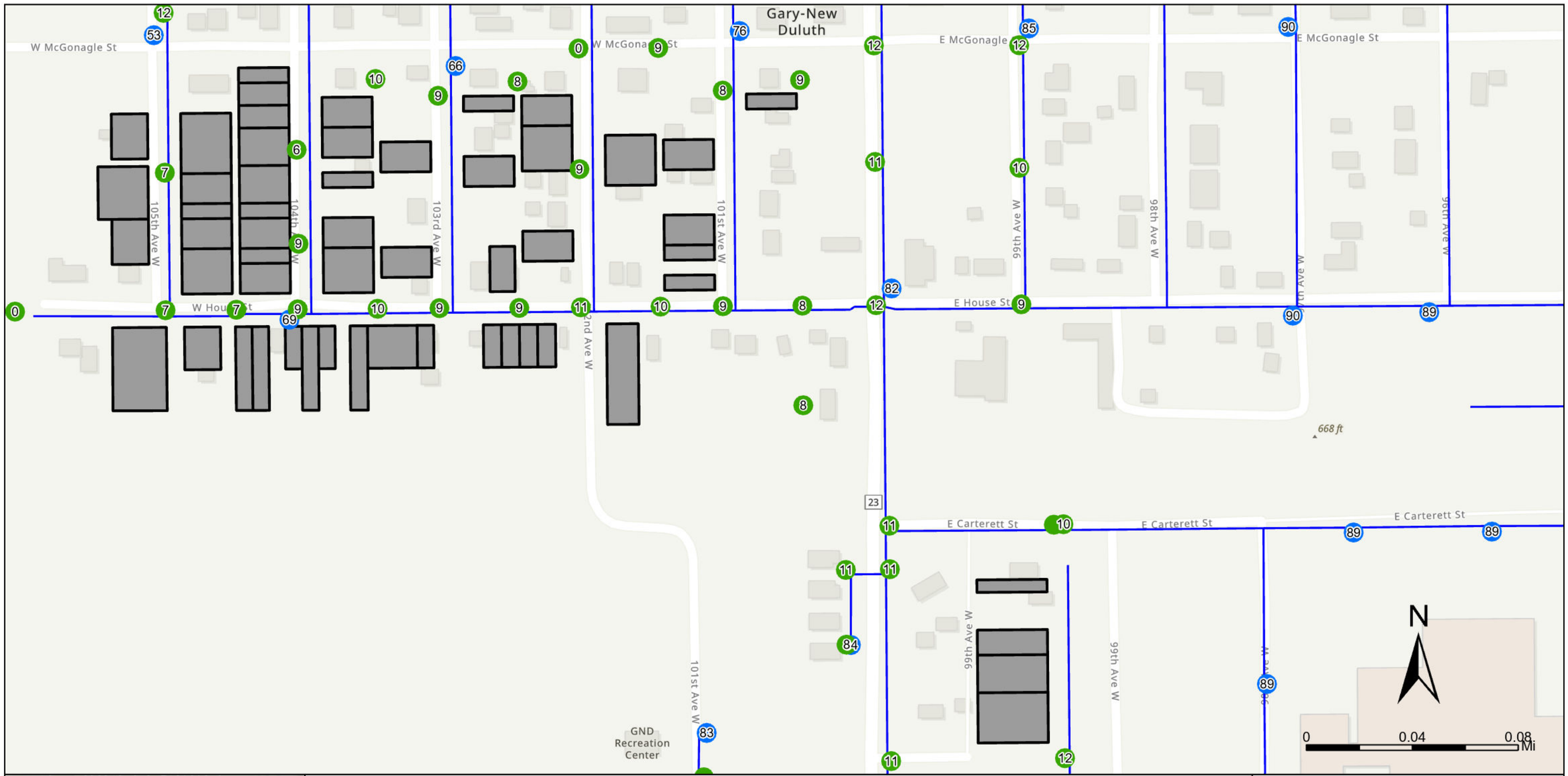
SIGNATURE: _____ BRAD SCOTT (TYPE NAME) DATE: 5/08/2024 LIC. NO: 46198

CITY OF DULUTH
ENGINEERING DIVISION
411 W. 1ST ST. STE. 211
DULUTH, MN 55802

2023 LEAD WATER SERVICE REPLACEMENT PROJECT – PHASE II
GARY NEW DULUTH, MN

CITY PROJECT NO.: 2080 | STATE AID PROJECT NO.: NA

DRAWN BY: JDO
SWPPP
SHEET NO. EC2 OF EC2





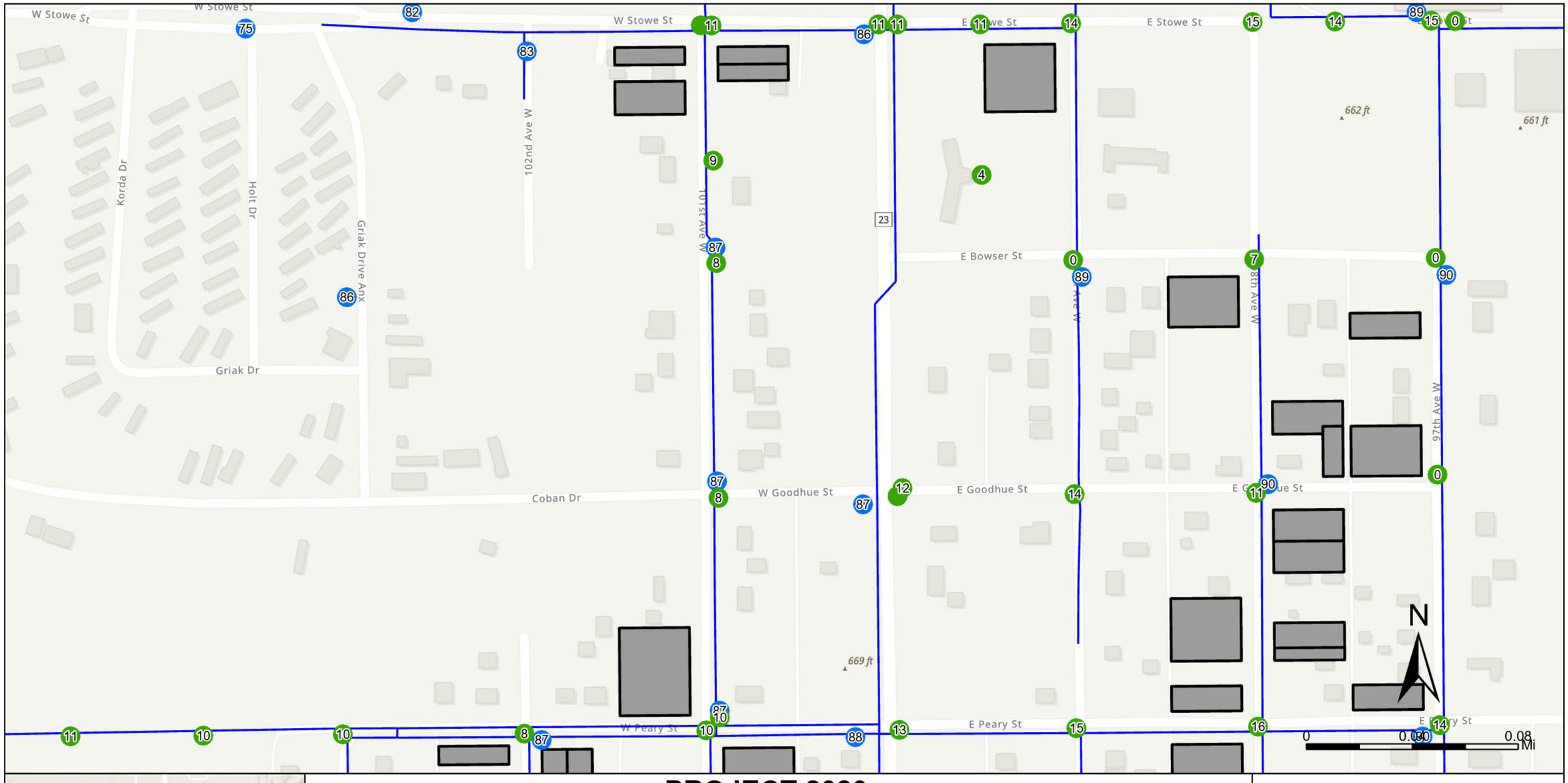
PROJECT 2080
SANITARY MANHOLE DEPTH & HYDRANT PRESSURE

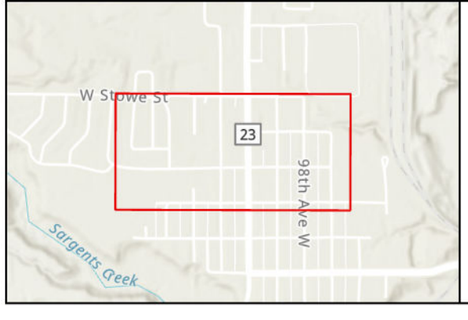
NOTES:

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2) HYDRANT PRESSURES REPRESENT STATIC PRESURE MEASURED AT THE FIRE HYRDRANT PORT.

LEGEND

- SERVICE REPLACEMENT SITE
- HYDRANT PRESSURE
- SANITARY MANHOLE DEPTH





PROJECT 2080
SANITARY MANHOLE DEPTH & HYDRANT PRESSURE

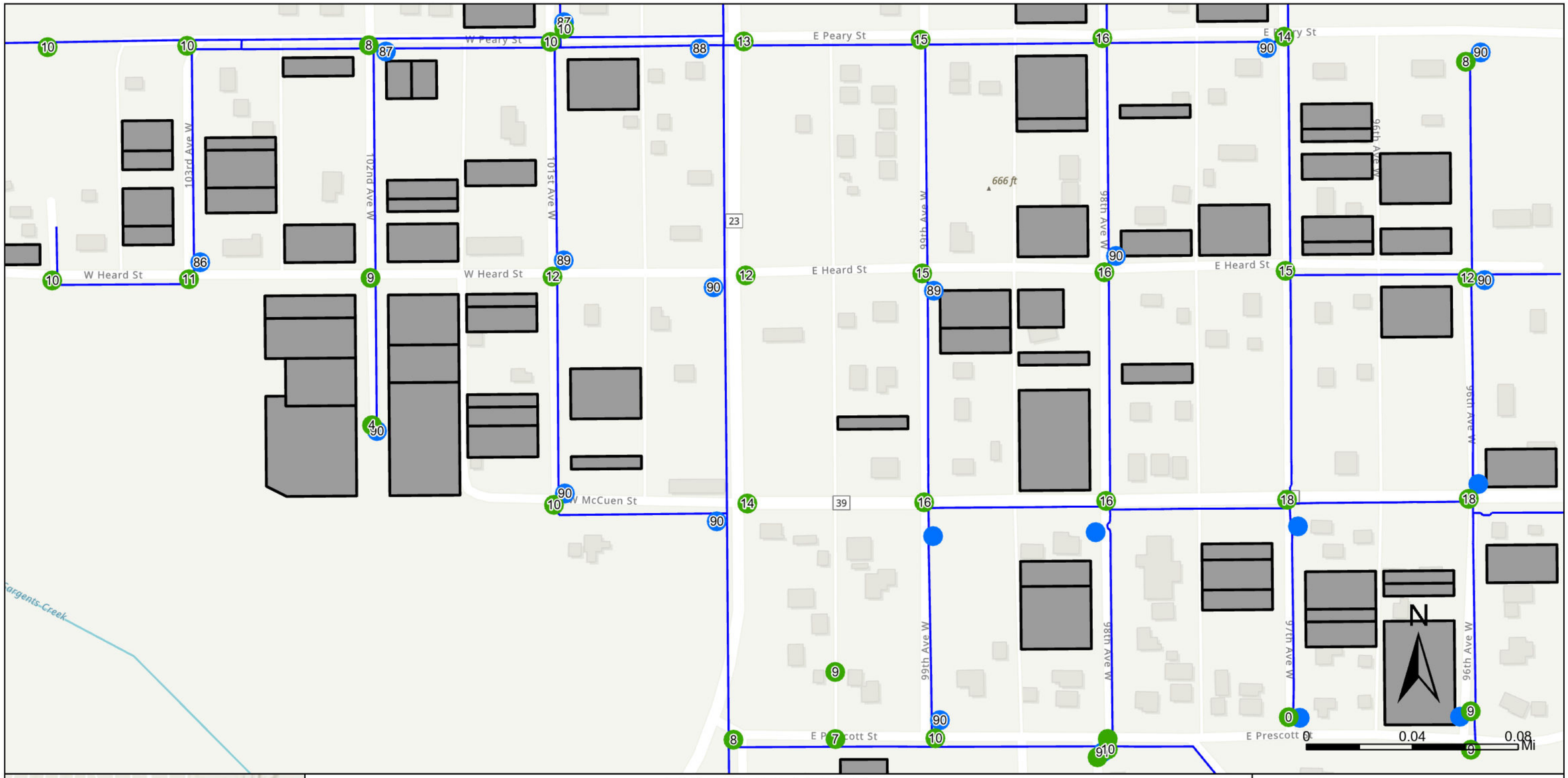
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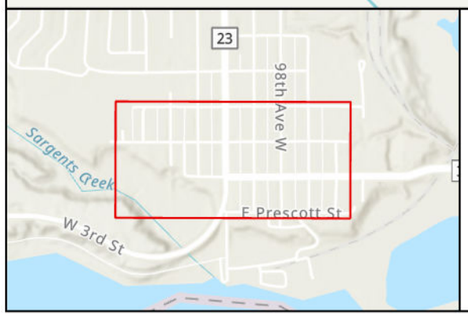
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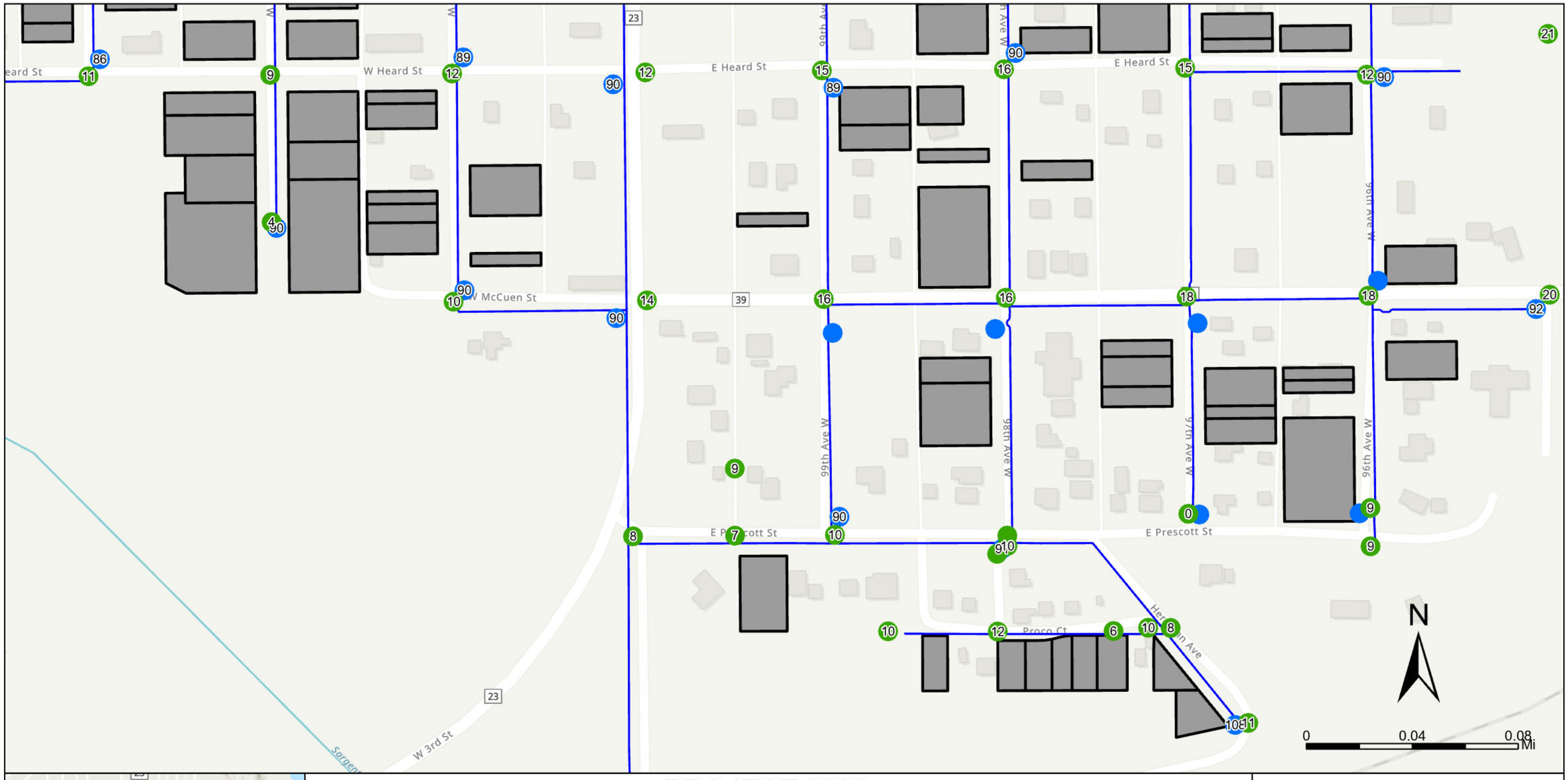
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SANITARY MANHOLE DEPTH & HYDRANT PRESSURE

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- SANITARY MANHOLE DEPTH





PROJECT 2080
SANITARY MANHOLE DEPTH & HYDRANT PRESSURE

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LEGEND

- SERVICE REPLACEMENT SITE
- HYDRANT PRESSURE
- SANITARY MANHOLE DEPTH

PROJECT 2080 - HOUSE TRAP INFORMATION

SITE NUMBER	ADDRESS	SUMP PUMP INSTALLED	HOUSE TRAP STATUS
1	101 96TH AVE W	Yes	Unknown
2	119 96TH AVE W	No	Unknown
2	121 96TH AVE W	No	Unknown
3	124 96TH AVE W	No	Unknown
4	231 96TH AVE W	Yes	No House Trap
5	309 96TH AVE W	No	Unknown
6	114 97TH AVE W	No	Unknown
7	116 97TH AVE W	No	Unknown
8	118 97TH AVE W	Yes	Yes - inaccessible
9	121 97TH AVE W	No	Unknown
10	123 97TH AVE W	No	Unknown
11	127 97TH AVE W	No	Unknown
12	301 97TH AVE W	No	Unknown
13	302 97TH AVE W	Yes	Unknown
14	304 97TH AVE W	Yes	Unknown
15	316 97TH AVE W	No	Unknown
16	320 97TH AVE W	No	Unknown
17	324 97TH AVE W	Yes	Yes
18	403 97TH AVE W	No	Unknown
19	523 97TH AVE W	No	Unknown
20	123 98TH AVE W	Yes	No House Trap
20	125 98TH AVE W	No	Unknown
21	207 98TH AVE W	No	Unknown
22	220 98TH AVE W	Yes	Unknown
23	223 98TH AVE W	No	Unknown
24	302 98TH AVE W	No	Unknown
25	303 98TH AVE W	No	Unknown
26	321 98TH AVE W	Yes	Yes - inaccessible
26	323 98TH AVE W	Yes	Yes - inaccessible
27	324 98TH AVE W	No	Unknown
28	401 98TH AVE W	No	Unknown
19	410 98TH AVE W	No	Unknown
19	412 98TH AVE W	No	Unknown
30	417 98TH AVE W	No	Unknown
31	424 98TH AVE W	No	Unknown
32	430/432 98TH AVE W	No	Unknown
	502 98TH AVE W	Yes	Unknown
33	512 98TH AVE W	No	Unknown
34	531 98TH AVE W	Yes	Unknown
35	226 99TH AVE W	No	Unknown
35	228 99TH AVE W	Yes	No House Trap
36	805 99TH AVE W	No	Unknown
37	813 99TH AVE W	No	Unknown

PROJECT 2080 - HOUSE TRAP INFORMATION

SITE NUMBER	ADDRESS	SUMP PUMP INSTALLED	HOUSE TRAP STATUS
37	815 99TH AVE W	No	Unknown
38	823 99TH AVE W	No	Unknown
39	206 101ST AVE W	No	Unknown
40	209 101ST AVE W	No	Unknown
41	213 101ST AVE W	Yes	Unknown
41	215 101ST AVE W	Yes	Unknown
42	218 101ST AVE W	No	Unknown
43	229 101ST AVE W	No	Unknown
44	231 101ST AVE W	No	Unknown
45	315 101ST AVE W	No	Unknown
46	332 101ST AVE W	Yes	Unknown
47	627 101ST AVE W	Yes	Unknown
48	630 101ST AVE W	Yes	Unknown
49	631 101ST AVE W	No	Unknown
48	632 101ST AVE W	Yes	Yes - inaccessible
50	1101 101ST AVE W	No	Unknown
51	1105 101ST AVE W	Yes	Unknown
51	1107 101ST AVE W	No	Unknown
52	1115 101ST AVE W	No	Unknown
52	1117 101ST AVE W	No	Unknown
53	1132 101ST AVE W	No	Unknown
54	205 102ND AVE W	No	Unknown
55	212 102ND AVE W	No	Unknown
56	219 102ND AVE W	No	Unknown
57	227 102ND AVE W	No	Unknown
58	228 102ND AVE W	No	Unknown
59	231 102ND AVE W	No	Unknown
60	302 102ND AVE W	No	Unknown
61	305 102ND AVE W	No	Unknown
62	310 102ND AVE W	No	Unknown
62	312 102ND AVE W	No	Unknown
63	331 102ND AVE W	Yes	Unknown
64	1105 102ND AVE W	No	Unknown
65	1120 102ND AVE W	No	Unknown
66	1121 102ND AVE W	No	Unknown
67	1125 102ND AVE W	No	Unknown
68	305 103RD AVE W	No	Unknown
69	309 103RD AVE W	Yes	Unknown
70	312 103RD AVE W	No	Unknown
71	316 103RD AVE W	No	Unknown
72	317 103RD AVE W	No	Unknown
73	320 103RD AVE W	No	Unknown
74	321 103RD AVE W	Yes	No House Trap

PROJECT 2080 - HOUSE TRAP INFORMATION

SITE NUMBER	ADDRESS	SUMP PUMP INSTALLED	HOUSE TRAP STATUS
75	1103 103RD AVE W	No	Unknown
76	1118 103RD AVE W	No	Unknown
77	1119 103RD AVE W	No	Unknown
78	1126 103RD AVE W	Yes	Unknown
79	301 104TH AVE W	No	Unknown
80	1103 104TH AVE W	Unknown	Unknown
81	1105 104TH AVE W	No	Unknown
82	1106 104TH AVE W	Unknown	Unknown
81	1107 104TH AVE W	No	Unknown
82	1108 104TH AVE W	No	Unknown
83	1111 104TH AVE W	Yes	Unknown
83	1113 104TH AVE W	No	Unknown
84	1116 104TH AVE W	No	Unknown
85	1120 104TH AVE W	No	Unknown
86	1121 104TH AVE W	No	Unknown
86	1123 104TH AVE W	No	Unknown
87	1126 104TH AVE W	No	Unknown
88	1127 104TH AVE W	No	Unknown
88	1129 104TH AVE W	Yes	Unknown
89	1104 105TH AVE W	Unknown	Unknown
90	1107 105TH AVE W	No	Unknown
91	1110 105TH AVE W	No	Unknown
92	1112 105TH AVE W	No	Unknown
93	1114 105TH AVE W	No	Unknown
94	1115 105TH AVE W	No	Unknown
95	1121 105TH AVE W	No	Unknown
96	1122 105TH AVE W	Yes	Unknown
127	209 E GOODHUE ST	No	Unknown
126	124 E HEARD ST	No	Unknown
128	315 E HEARD ST	No	Unknown
129	407 E MCCUEN ST	Unknown	Unknown
121	16 E PRESCOTT ST	Yes	Unknown
122	18 E STOWE ST	No	Unknown
97	114 PROCO CT	No	Unknown
98	126 PROCO CT	Yes	Unknown
202	202 PROCO CT	No	Unknown
100	206 PROCO CT	No	Unknown
101	208 PROCO CT	No	Unknown
102	212 PROCO CT	No	Unknown
103	220 PROCO CT	No	Unknown
104	226/228 PROCO CT	No	Unknown
105	116 W HOUSE ST	Yes	Unknown
106	204 W HOUSE ST	No	Unknown

PROJECT 2080 - HOUSE TRAP INFORMATION

SITE NUMBER	ADDRESS	SUMP PUMP INSTALLED	HOUSE TRAP STATUS
107	206 W HOUSE ST	No	Unknown
108	208 W HOUSE ST	No	Unknown
108	210 W HOUSE ST	Unknown	Unknown
109	211 W HOUSE ST	No	Unknown
110	212 W HOUSE ST	No	Unknown
111	304 W HOUSE ST	No	Unknown
112	308 W HOUSE ST	No	Unknown
113	312 W HOUSE ST	No	Unknown
114	402 W HOUSE ST	No	Unknown
115	404 W HOUSE ST	No	Unknown
116	406 W HOUSE ST	No	Unknown
117	410 W HOUSE ST	No	Unknown
118	412/414 W HOUSE ST	Yes	Unknown
119	418 W HOUSE ST	No	Unknown
120	424 W HOUSE ST	Yes	Unknown
123	101 W PEARY ST	No	Unknown
124	116 W PEARY ST	No	Unknown
125	118 W PEARY ST	Yes	Unknown

AGREEMENT

LEAD WATER SERVICE REPLACEMENT

I, Tyson Bonkoski, am (the owner)(one of the owners) of the house and property located at 10 E McGonagle St in Duluth, Minnesota and I am entitled to enter into this Agreement on behalf of the property and any other persons or entities having an interest in the Property. I have been informed that the water service line which I own providing water to the Property including into the house is made of lead and is potentially hazardous to my health and that of other persons on the Property. The City of Duluth (the "City") has agreed to hire a contractor to replace my lead service line from the City water main to the water meter, including within the house (the "Work") at no cost to me, subject to the following terms and conditions to which I hereby agree:

1. The City will have the option of performing the Work by either the directional drilling method or by the "open cut" method. The choice of the method to be used will be based on the Department's determination of the most appropriate method based on its evaluation of the property and the service.

2. I hereby agree that the City, its employees and its contractors are hereby authorized to enter onto the Property, except the house on the property, at any time between 7:00 A.M. and 8:00 P.M. Monday through Friday for the purpose of performing the Work outside of the house which will consist of replacing the buried waterline connecting the house to the water main in the street, including excavating as necessary for that purpose.

3. I hereby agree to give the City and its contractors access to the house on the Property to perform any of the Work that needs to be

done in the house, upon the City or its contractor giving me 24 hours advance notice of their desire to enter the house to do such Work. If I cannot provide access to the City and its contractor at the time specified, I agree to confer with the City and its contractor to find a mutually agreeable time for the Work to be performed in the house.

4. I understand that the Work may result in some damage to or destruction of turf and paved surfaces, landscaping, plants and trees in the vicinity of any excavation. City will require its contractor to salvage, restore or replace the ground surface materially damaged by the Work to substantially the condition it was in before the Work was undertaken except that if trees on private property are damaged by the Work and determined by the Department to be in need of replacement, they can be replaced with saplings of native species selected by the Department.

5. I further understand that the Work may result in some damage to interior improvements in the house. I understand that the City will require its contractor to repair or restore any damage to the underlying foundation wall and the basement floor of my house but neither the contractor nor the City shall be responsible to repair, restore or replace any damage to any other interior improvements to my house, including but not limited to wall coverings, floor coverings, paint, furniture and fixtures on the property, and that the cost of any needed or desired repair, restoration or replacement of such improvements are solely my responsibility.

6. The City has informed me that the City will pay the costs of having the Work done as described above and that I will only have to pay the costs of work not paid by the City as described in Paragraphs 4 and 5 above.

7. The City agrees that it will require its contractor to be responsible for any acts or omissions which cause damage to my property; both the

City's and the contractor's liability shall be limited by the limitations contained in Minnesota Statutes Section 541.051.

I HAVE READ THIS AGREEMENT AND UNDERSTAND IT AND AGREE TO ITS TERMS.

Signature	Tyson Bonkoski Printed Name
Signature	Printed Name