Purchasing Division
Finance Department

Room 120
411 West First Street
Duluth, Minnesota 55802

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Addendum # 1
Solicitation # 23-99774
Lead Water Service Replacement – Gary 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

None.

CHANGES TO SPECIAL PROVISIONS

1. Delete **SP-2.3.9** in its entirety and replace with the following:

    9. Photographic documentation of pre- and post-construction conditions and activities by the Contractor. This includes, but is not limited to, taking multiple photos (outside of the building from the water main to the house, inside of the building, conditions at service line penetration and at meters/valves) to fully document the pre- and post-construction condition and activities of the Contractor. The Contractor shall document any existing wet or leak conditions inside the homes. This shall be included in and submitted to the City using a form provided by the City prior to construction. This work shall be considered incidental.

2. Delete **SP-14** in its entirety and replace with the following:

SP-14 **(1702) PERMITS, LICENSES, AND TAXES**

SP-14.1 Contractor will need the following permits:

- City of Duluth MS4 Erosion and Sediment Control Permit.
- City of Duluth Filling & Grading Permit.
- Plumbing and Electrical Permits.
    - Plumbing and Electrical permits shall be paid by the Contractor according to the following schedule:

Permit	**Fee**
Electrical Permit (Electrical Ground Rod Replacement)	$48

Permit	Fee
Plumbing Permit (Exterior Water Line Into House)	$86
Plumbing Permit (Interior Water Meter and Line Connection)	$64

- The Contractor is responsible for all permits associated with the line replacement and to close permits when work is complete.
- Additional permits may be required.

SP-14.2 The Contractor is responsible for paying for and obtaining all required permits on the project.

3. The following is hereby added to **SP-15.1.1**:

   If spring load restrictions have not been removed by the specified contract start date, the contract start date shall be adjusted to the date spring load restrictions are removed. In such circumstances, the intermediate, substantial, and final completion dates specified herein shall therefor be extended by the number of Working Days corresponding to the difference between the date spring load restrictions are removed and the specified contract start date. Such adjustments to Contract Time shall be considered Excusable, Non-Compensable Delays.

4. Delete the second sentence in the first paragraph of **SP-19** 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.

5. Delete the first sentence of **SP-21.1** and replace with the following:

   The City of Duluth Public Works & Utilities Department will furnish the following materials for this project at no cost to the Contractor.

6. The following is hereby added to the second paragraph of **SP-35.2**:

   The Contractor shall furnish all labor, materials, equipment, and incidentals to provide the televising. All video must include a running footage counter from the start point of the televising which shall be documented in relation to the connection point to the house. The video should record the full lateral from the house access point to the mainline sewer connection. The pipe should be clean enough to ensure all defects, features and observations are seen and logged. If obstructions or damage are found, the report/video prepared shall state the findings and the location (footage) of the blockage or damage. The Contractor shall record the following information where encountered: pipe sags (indicated by standing water in the bottom of the pipe), gaps in pipe joints, pipe cracks, pipe deterioration, root intrusion, sediment, damaged or defective cleanouts, inflow/infiltration, groundwater deposits, and/or other conditions that could cause a service line blockage or failure. The Contractor shall be prepared to do light cleaning to remove light debris as encountered. Heavy cleaning, if required, shall be considered

extra work. Data shall be transmitted to the City on a single storage device every 2-weeks. Videos may be provided to homeowners via digital device or download.

7. The following is hereby added to **SP-36.3**:

   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.

8. The forth sentence in **SP-38.2** is hereby revised to read as follows:

   The pitcher and filter cartridges shall be Zero Water brand 10 cup size, Brita Elite Filter (Model #OB06), or approved equal.

9. The second sentence in **SP-38.3** is hereby revised to read as follows:

   Each filter pitcher package shall consist of one pitcher with a filter cartridge and sufficient filters for six months after replacement (based on NSF volumetric rating).

10. The following is hereby added to **SP-60.2**:

    All areas of turf restoration (seeding) shall, at a minimum, be maintained per MnDOT 2571.3.K until a satisfactory stand of grass is established per the City standard specification.

RESPONSES TO BIDDER QUESTIONS

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:** Could we please obtain a copy of the house documentation form that the city is requesting us to submit for each property?
    a. **Response:** a representative homeowner agreement is provided with this addendum.

5. **Question:** Will the 40% intermediate completion date of July 12th be extended if road restrictions or adverse weather conditions delay the commencement of work from the original start date of April 15th?
    a. **Response:** refer to "Changes to Special Provisions" section of this addendum related to **SP-15**.

6. **Question:** Can you provide clarification on whether the Workforce Certificate and Equal Pay Certificate are required prior to bid date or prior to execution of contract?
    a. **Response:** The Workforce Certificate is required to be submitted prior to or with the Contractor's bid. The Equal Pay Certificate will be required to execute the contract to the awarded bidder, but is not required at the time of the bid. If the Contractor believes it is exempt from these requirements, the Contractor should complete and upload a Workforce and Equal Pay Declaration Page form in lieu of a Workforce Certificate. The declaration page can be found at the following link, entitled "**SWIFT: Workforce and Equal Pay Declaration Page**": https://mn.gov/mdhr/certificates/forms-worksheets/ The Minnesota Department of Human Rights will review and verify if the vendor is eligible for an exemption. If they determine that the vendor is not eligible for an exemption, the vendor would be directed to apply for the necessary certificates, and all contract execution would be on hold until the vendor has secured certification. Vendors who are not able to supply either an approved exemption or a Workforce Certificate and Equal Pay Certificate within 15 days after the bid deadline may have their bids deemed non-responsive.

7. **Question:** Is it intended to specify that all saw cuts must be re-sawed before restoration as per SP-23.1 note 2?
    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.

8. **Question:** Will additional days be granted for sanitary service repair work if pre-existing issues are encountered?

a. **Response:** Response: refer to “Changes to Special Provisions” section of this addendum related to **SP-36**.

9. **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.

10. **Question:** In SP-49-2, it mentions "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.

11. **Question**: In SP 50.1 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.

12. **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.

13. **Question:** SP-35: Televise and Locate Sanitary Service-Please clarify "unsuccessful attempts" will not be paid. If a clog is encountered in the sewer preventing televising, then no payment is made?
    a. **Response:** refer to “Changes to Special Provisions” section of this addendum related to **SP-35**.

14. **Question:** For the required videos of sewer conditions before and after work, what format should be used for distribution? Electronic files via SharePoint, USB drives, or another method?
    a. **Response:** refer to “Changes to Special Provisions” section of this addendum related to **SP-35**.

15. **Question:** What is the watering/sod maintenance requirements for sod and/or what specifications are to be followed?
    a. **Response:** refer to "Changes to Special Provisions" section of this addendum related to **SP-60**. The same requirement(s) shall apply to sod placed on the project.

16. **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.

17. **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).

SUPPLEMENTAL INFORMATION

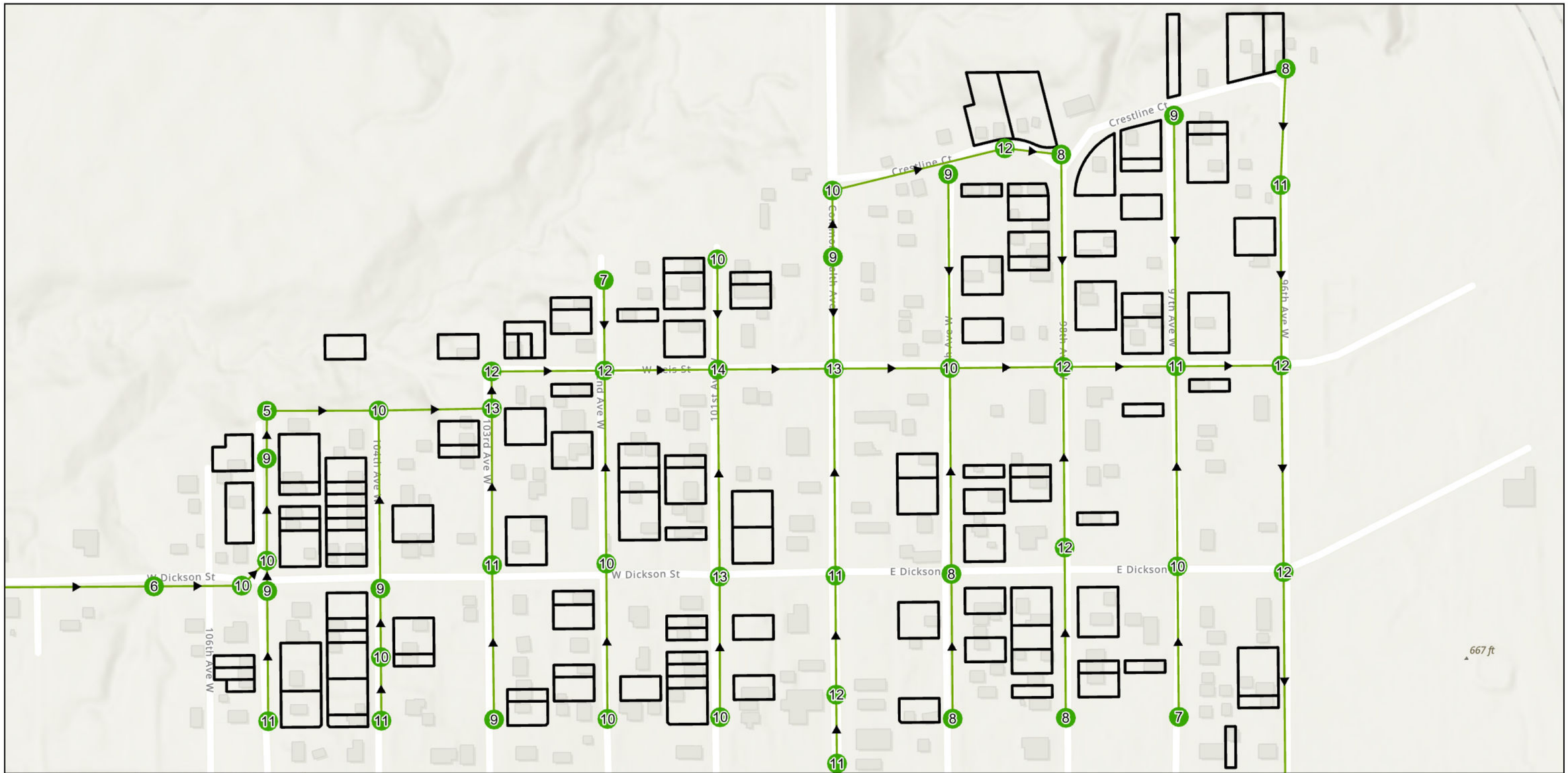
The following information is hereby provided for the Contractor's consideration:

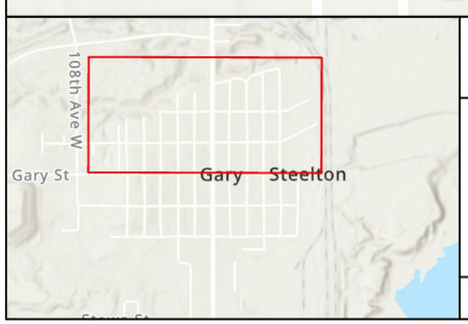
1. **01_2079 Sanitary MH Depths.pdf** – for the Contractor's consideration to determine the approximate depth of sanitary mains but subject to variations in existing ground line elevation.
2. **02_2079 Sanitary House Trap List.pdf**
3. **03_City Sample Agreement 10 E McGonagle St.pdf** – a copy of a representative Homeowner Agreement for the project.

Please acknowledge receipt of this Addendum by including a copy of it with your proposal. The pages included will not count toward any page limitation, if any, identified in the RFP.

Posted: **December 21, 2023**

END OF ADDENDUM





PROJECT 2079 - SANITARY MANHOLE DEPTH

NOTE: SANITARY MANHOLE DEPTHS REPRESENTED ARE THE MEASUREMENT FROM THE MANHOLE RIM TO THE INVERT OF THE LOWEST PIPE IN THE MANHOLE ROUNDED TO THE NEAREST FOOT. MEASUREMENTS DO NOT ACCOUNT FOR THE POSSIBLITY OF INSIDE OR OUTSIDE DROPS. "0" REPRESENTS NO DEPTH INFORMATION IS AVAILABLE. MEASUREMENTS ARE AN APPROXIMATION BASED ON RECORDS; CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS AND DEPTHS.

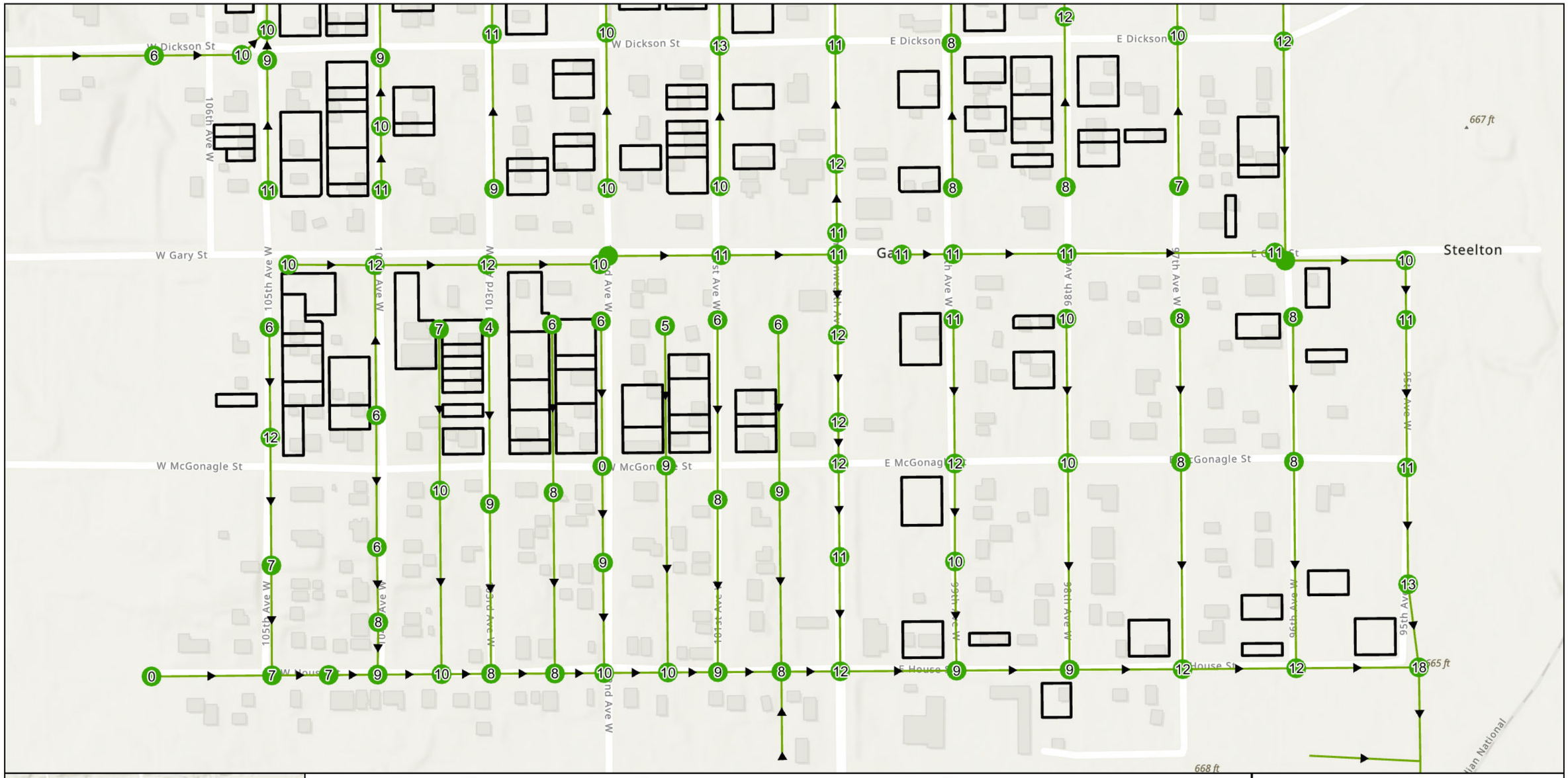
Coordinate System: NAD 1983 HARN Adj MN St Louis CS96 Feet

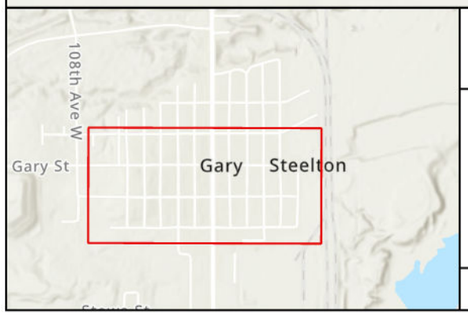
Legend

- SANITARY MH W/ DEPTH
- SANITARY MAIN
- SERVICE REPLACEMENT SITE

N

0 0.05 0.1 Mi





PROJECT 2079 - SANITARY MANHOLE DEPTH

NOTE: SANITARY MANHOLE DEPTHS REPRESENTED ARE THE MEASUREMENT FROM THE MANHOLE RIM TO THE INVERT OF THE LOWEST PIPE IN THE MANHOLE ROUNDED TO THE NEAREST FOOT. MEASUREMENTS DO NOT ACCOUNT FOR THE POSSIBLITY OF INSIDE OR OUTSIDE DROPS. "0" REPRESENTS NO DEPTH INFORMATION IS AVAILABLE. MEASUREMENTS ARE AN APPROXIMATION BASED ON RECORDS; CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS AND DEPTHS.

Coordinate System: NAD 1983 HARN Adj MN St Louis CS96 Feet

Legend

- SANITARY MH W/ DEPTH
- SANITARY MAIN
- SERVICE REPLACEMENT SITE

N

0 0.05 0.1 Mi

PROJECT 2079 - HOUSE TRAP INFORMATION

SITE NUMBER	ADDRESS	SUMP PUMP INSTALLED	HOUSE TRAP STATUS
1	1417 105TH AVE W	Yes	Unknown
2	1416 105TH AVE W	Yes	Inaccessible as of April 2019
3	1414 105TH AVE W	Yes	Unknown
4	1411 105TH AVE W	Yes	Couldn't Locate in 2016
5	1410 105th AVE W	Yes	Unknown
6	1408 105TH AVE W	Yes	Couldn't Locate in 2015
7	1406 105TH AVE W	No - as of 2015	Unknown
8	1319 105TH AVE W	Yes	Unknown
9	1317 105TH AVE W	No - as of 2015	Unknown
10	1316 105TH AVE W	No - as of 2015	Unknown
11	1311 105TH AVE W	No - as of 2023	Unknown
12	1314 105TH AVE W	No - as of 2010	Unknown
13	1222 105TH AVE W	No - as of 2021	Unknown
14	1220 105TH AVE W	No - as of 2022	Unknown
15	1218 105TH AVE W	No - as of 2021	Unknown
16	1210 105TH AVE W	No - as of 2015	Unknown
17	1207 105TH AVE W	No - as of 2015	Unknown
18	415 W MCGONAGLE ST	No - as of 2019	Unknown
~~19~~	~~REMOVED FROM PROJECT~~	-	-
20	1503 104TH AVE W	Unknown	Unknown
21	1415 104TH AVE W	Yes	Removed March 2021
22	1413 104TH AVE W	Yes	Couldn't Locate in 2015
23	1411 104TH AVE W	No - as of 2015	Unknown
24	1409 104TH AVE W	No - as of 2016	Unknown
25	1407 104TH AVE W	Yes	No House Trap - As of 2016
26	1406 104TH AVE W	Yes	Removed July 2023
27	1403 104TH AVE W	Yes	Unknown
28	1401 104TH AVE W	No - as of 2015	Unknown
29	1327 104TH AVE W	Yes	Removed May 2019
30	1325 104TH AVE W	Yes	Unknown
31	1323 104TH AVE W	No - as of 2020	Unknown
32	1321 104TH AVE W	Unknown	Unknown
33	1322 104TH AVE W	No - as of 2014	Unknown
34	1320 104TH AVE W	No - as of 2015	Unknown
35	1311 104TH AVE W	No - as of 2015	Unknown
36	1309 104TH AVE W	No - as of 2018	Unknown
37	1218 104TH AVE W	Unknown	Unknown
38	1209 104TH AVE W	Unknown	Unknown
39	1207 104TH AVE W	No - as of 2015	Unknown
40	1501 103RD AVE W	Yes	Unknown
41	209 W REIS ST	No - as of 2018	Unknown
42	211 W REIS ST	Yes	Unknown
43	215 W REIS ST	Yes	Unknown

44	1426 103RD AVE W	No - as of 2015	Unknown
45	1421 103RD AVE W	No - as of 2015	Unknown
46	1419 103RD AVE W	Yes	Unknown
47	1404 103RD AVE W	Yes	Unknown
48	1314 103RD AVE W	No - as of 2015	Unknown
49	1312 103RD AVE W	Unknown	Unknown
50	214 W GARY ST	No - as of 2015	Unknown
51	1223 103RD AVE W	Yes	Inaccessible in 2015
52	1221 103RD AVE W	No	Unknown
53	1215 103RD AVE W	No - as of 2013	Unknown
54	1216 103RD AVE W	No - as of 2016	Unknown
55	1213 103RD AVE W	No - as of 2017	Unknown
56	1212 103RD AVE W	No - as of 2015	Unknown
57	1211 103RD AVE W	No - as of 2023	Unknown
58	1207 103RD AVE W	No - as of 2015	Unknown
59	1204 103RD AVE W	No - as of 2021	Unknown
60	1203 103RD AVE W	No - as of 2021	Unknown
61	1202 103RD AVE W	Unknown	Unknown
62	1509 102ND AVE W	No - as of 2020	Unknown
63	1507 102ND AVE W	Yes	Removed November 2015
64	1508 102ND AVE W	No - as of 2015	Unknown
65	1431 102ND AVE W	No	Unknown
66	1415 102ND AVE W	No - as of 2019	Unknown
67	1420 102ND AVE W	No - as of 2022	Unknown
68	1414 102ND AVE W	Yes	Unknown
69	1412 102ND AVE W	Yes	Removed June 2015
70	1331 102ND AVE W	No	Unknown
71	1329 102ND AVE W	No - as of 2018	Unknown
72	1319 102ND AVE W	No - as of 2015	Unknown
73	1316 102ND AVE W	No - as of 2016	Unknown
74	1313 102ND AVE W	No - as of 2018	Unknown
75	1217 102ND AVE W	No	Unknown
76	1215 102ND AVE W	No - as of 2015	Unknown
77	1213 102ND AVE W	Yes	Unknown
78	1210 102ND AVE W	Unknown	Unknown
79	201 W MCGONAGLE ST	No	Unknown
80	115 W MCGONAGLE ST	No	Unknown
81	1515 101ST AVE W	No - as of 2015	Unknown
82	1513 101ST AVE W	Yes	Unknown
83	1514 101ST AVE W	Yes	No House Trap as of 2015
84	1512 101ST AVE W	No - as of 2015	Unknown
85	1505 101ST AVE W	Yes	No House Trap as of 2015
86	1417 101ST AVE W	Yes	No House Trap as of 2009
87	1411 101ST AVE W	No - as of 2015	Unknown
88	1412 101ST AVE W	Yes	Unknown
89	1405 101ST AVE W	No - as of 2016	Unknown
90	1406 101ST AVE W	Unknown	Unknown

91	1327 101ST AVE W	No - as of 2021	Unknown
92	1328 101ST AVE W	No - as of 2013	Unknown
93	1325 101ST AVE W	No - as of 2014	Unknown
94	1321 101ST AVE W	No	Unknown
95	1317 101ST AVE W	No - as of 2018	Unknown
96	1315 101ST AVE W	No - as of 2015	Unknown
97	1314 101ST AVE W	No - as of 2016	Unknown
98	1313 101ST AVE W	Unknown	Unknown
99	1215 101ST AVE W	No - as of 2015	Unknown
100	1210 101ST AVE W	No - as of 2014	Unknown
101	1207 101ST AVE W	No - as of 2009	Has House Trap - As of Dec 2010
102	1205 101ST AVE W	No - as of 2016	Unknown
103	1206 101ST AVE W	Yes	Couldn't Locate
104	1202 101ST AVE W	Yes	Unknown
105	1201 101ST AVE W	Unknown	Unknown
106	1530 99TH AVE W	Yes	Removed October 2014
107	1514 99TH AVE W	No	Unknown
108	1504 99TH AVE W	No	Unknown
109	1417 99TH AVE W	No - as of 2015	Unknown
110	1416 99TH AVE W	Unknown	Unknown
111	1411 99TH AVE W	No - as of 2018	Unknown
112	1410 99TH AVE W	No - as of 2015	Unknown
113	1406 99TH AVE W	No - as of 2015	Unknown
114	1328 99TH AVE W	Unknown	Unknown
115	1329 99TH AVE W	No - as of 2015	Unknown
116	1322 99TH AVE W	Yes	Couldn’t Locate in 2015
117	1309 99TH AVE W	No - as of 2015	Unknown
118	1219 99TH AVE W	Yes	Unknown
119	10 E MCGONAGLE ST	No - as of 2013	Unknown
120	1104 99TH AVE W	Yes	Unknown
121	1532 98TH AVE W	No - as of 2015	Unknown
122	1531 98TH AVE W	Yes	No House Trap - As of 2015
123	1529 98TH AVE W	Yes	Unknown
124	1522 98TH AVE W	No	Unknown
125	1523 98TH AVE W	Yes	Removed August 2022
126	1521 98TH AVE W	No - as of 2016	Unknown
127	1510 98TH AVE W	No - as of 2015	Unknown
128	1415 98TH AVE W	No - as of 2015	Unknown
129	1413 98TH AVE W	Yes	Unknown
130	1408 98TH AVE W	No - as of 2021	Unknown
131	1325 98TH AVE W	Yes	Couldn’t Locate in 2020
132	1326 98TH AVE W	Yes	No House Trap - As of 2016
133	1321 98TH AVE W	No - as of 2015	Unknown
134	1319 98TH AVE W	No - as of 2016	Unknown
135	1318 98TH AVE W	No	Unknown
136	1316 98TH AVE W	No - as of 2020	Unknown
137	1313 98TH AVE W	No - as of 2016	Unknown

138	1221 98TH AVE W	No - as of 2015	Unknown
139	1211 98TH AVE W	No	Unknown
140	1542 97TH AVE W	No - as of 2015	Unknown
141	1539 97TH AVE W	Yes	Unknown
142	1540 97TH AVE W	No - as of 2019	Unknown
143	1535 97TH AVE W	No - as of 2015	Unknown
144	1529 97TH AVE W	No - as of 2015	Unknown
145	1507 97TH AVE W	No - as of 2015	Unknown
146	1505 97TH AVE W	Yes	Unknown
147	1506 97TH AVE W	No - as of 2013	Unknown
148	1430 97TH AVE W	No	Unknown
149	1427 97TH AVE W	No - as of 2015	Unknown
150	1317 97TH AVE W	No - as of 2010	Unknown
~~151~~	~~REMOVED FROM PROJECT2~~	-	-
152	1519 96TH AVE W	No - as of 2015	Unknown
153	1313 96TH AVE W	Yes	No House Trap - As of 2015
154	1311 96TH AVE W	No - as of 2015	Unknown
155	402 E GARY ST	Yes	Removed January 2014
156	1221 96TH AVE W	No - as of 2021	Unknown
157	1216 96TH AVE W	Yes	Removed June 2013
158	1112 96TH AVE W	No - as of 2015	Unknown
159	1109 96TH AVE W	No - as of 2015	Unknown
160	1101 96TH AVE W	No - as of 2016	Unknown
~~161~~	~~REMOVED FROM PROJECT3~~	-	-
162	107 CRESTLINE CT	No	Unknown
163	115 CRESTLINE CT	No	Unknown
~~164~~	~~REMOVED FROM PROJECT4~~	-	-
165	201 CRESTLINE CT	Yes	No House Trap - As of December 2010
166	221 CRESTLINE CT	Yes	Unknown
167	225 CRESTLINE CT	Unknown	Unknown
168	410 W GARY ST	No - as of 2015	Unknown
169	309 E GARY ST	Yes	Unknown
170	1103 99TH AVE W	Yes	Unknown
171	204 E HOUSE ST	Yes	Unknown
172	1101 97TH AVE W	Yes	No House Trap - As of October 2009
173	1101 95TH AVE W	No - as of 2015	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

PROJECT: 23-99774 2023 LEAD WATER SERVICE REPLACEMENT - GARY NEIGHBORHOOD

DATE: DECEMBER 14, 2023 AT 1:00 PM

PRE-BID SIGN-IN SHEET

NAME	COMPANY	EMAIL	PHONE NUMBER
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