

ADDENDUM NO. 1

DATE ISSUED: August 15, 2022

PROJECT NUMBER: AEW #: 0126-1343
Chesterfield #: RFP-2022-DPW-57

PROJECT: Telstar Pump Station Abandonment

OWNER: Charter Township of Chesterfield
47275 Sugarbush Rd.
Chesterfield, MI 48047

ARCHITECT/ENGINEER: Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, Michigan 48315

The following changes to and/or clarifications of the Contract Documents will be incorporated in said Contract Documents and such changes shall be allowed for in the price bid by the Contractor, such that the price indicated in the Bid Form shall represent the conditions as set forth in the original Contract Documents as modified by this Addendum.

Acknowledgement of receipt of this Addendum and the Bidder's Acceptance of these revised conditions prior to submittal of bid shall be indicated by adding the Addendum number and Date on Page 1 of the Bid Form.

Contents of this Addendum including revisions, RFI responses, and other clarifications, may apply to one or multiple projects as indicated.

CONTENTS OF ADDENDUM NO. 1:

1. The following changes have been made to the Contract Documents
 - a. 15-Special Provisions:
 - i. Construction milestones were revised to correspond with contract documents
 1. Substantial Completion: October 14th, 2022
 2. Final Completion: November 14th, 2022
2. RFI Questions (answers in italics)
 - a. Project completion dates do not match throughout the contract documents?
 - i. *Section 15 – Special Provisions has been updated to reflect the contract documents*

END OF ADDENDUM

PROJECT OVERVIEW

The work under this Contract includes all work required to abandon and remove pump station, as well as any related items of work at the designated locations as shown on the Plans and in the Specifications. The Scope also includes traffic control and maintenance and complete restoration of all areas related to the construction.

GENERAL

All work performed under this Contract shall be constructed in accordance with, and by means and methods outlined in the Michigan Department of Transportation 2020 Standard for Construction except as otherwise modified herein.

The special provisions, specifications, and supplemental specifications set forth hereinafter are intended to supplement or take precedence over the MDOT General Conditions, General Specifications, contained in the referenced MDOT Standards. Unless a Special Provision is provided hereafter, all work shall be performed, and all materials and equipment utilized on this Project shall meet the requirements of the 2020 Standard Specifications for Construction.

Traffic shall be maintained throughout the project as provided in the Details and in the Special Provision for Maintaining Traffic. All traffic control measures, such as plastic drums, type III barricades, and temporary signage shall be in accordance with the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

PROGRESS CLAUSE

Work shall start within 10 days of notice to proceed by the Charter Township of Chesterfield, or on the date indicated as the starting date on the approved Progress Schedule for work to be performed.

Work Restrictions

Allowable work hours will be controlled by Local Ordinances. Work hours may be extended, within reason, to establish or remove traffic control measures as specified herein. No work shall be performed on Sundays and Holidays, unless special permission is granted by the Charter Township of Chesterfield.

Progress Limitations and Partial liquidated Damages

The Contractor shall have the restoration work completed within 2 weeks of the completion of the abandonment work. Failure to complete this work within 2 weeks will be subject to liquidated damages in the amount of \$150 per day until the work is completed.

The Low Bidder(s) for the work covered by this Proposal will be required to meet with the Engineer and Charter Township of Chesterfield for a preconstruction conference. The scheduled date for this preconstruction conference will be set after a low Bidder has been determined.

The named Subcontractor(s), as listed in the Bid Form, is recommended to be at the preconstruction conference if such items materially affect the work schedule.

The Project Engineer and the Charter Township of Chesterfield will arrange the time and place for the preconstruction conference.

Prior to the preconstruction conference, the Contractor shall submit to the Engineer for review a preliminary Progress Schedule.

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates that these work items will be controlling operations. The final project completion date shall also be included in the Project Schedule. If the bidding documents specify other controlling dates, these shall also be included in the Progress Schedule.

CONSTRUCTION MILESTONES

The project shall be substantially completed on or before October 14, 2022. The project shall be completed in its entirety including site restoration, clean-up, and punch-list work on or before November 14, 2022.

UTILITY COORDINATION

The Contractor shall cooperate and coordinate construction activities with the Owners of utilities as stated in Section 104.08 of the 2020 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 108.09 of the 2020 MDOT Standard Specifications for Construction.

The following utilities have facilities located within the Right-of-Way:

Electric	Detroit Edison Company Macomb Center 15600 Nineteen Mile Road Clinton Township, Michigan 48038	(586) 783-2026
Gas	DTE Gas Company One Energy Plaza I 1722WCB Detroit, Michigan 48226	(313) 235-1080
Gas	SEMCO Energy Aaron Barr 56462 Precision Drive Chesterfield, Michigan 48051	(810) 887-5038
Cable	Comcast Cable Jeff Dobies 6095 Wall Street Sterling Heights, Michigan 48312	(734) 359-1669

Telephone	AT&T Hou Chang 100 South Main Street Room 314 Mount Clemens, Michigan 48043	(586) 466-1056
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Water and Sewer	Chesterfield Township Department of Engineering, Mitch O'Connor 52216 Sierra Drive Chesterfield, Michigan 48047	(586) 949-0400
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For protection of underground utilities and in conformance with Public Act 53, the Contractor shall dial 811 a minimum of three full working days, excluding Saturdays, Sundays, and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the Contractor of the responsibility of notifying utility Owners who may not be a part of the "Miss Dig" alert system.

The Owners of existing service facilities that are within grading or structure limits and/or in conflict with the proposed improvements will move them to locations designated by the Engineer or will remove them entirely from the road Right-of-Way. Owners of Public Utilities will not be required by the Township to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operation.

The structure and utility information shown on the plans indicate approximate locations and type of facilities as disclosed by the various utility company records. No guarantee is given or implied to the completeness or accuracy thereof.

It shall be the Contractor's responsibility to locate and determine the exact depth of existing utilities and building services prior to construction. Said utility information shall be supplied to the Owner, Engineer, and/or utility companies involved.

There will be no compensation for delays in construction due to the failure of the Contractor to properly coordinate conflicts with utility companies.

Determining the existence and location of underground and overhead utilities and their protection shall be the responsibility of the Contractor. The Contractor shall call MISS DIG. No guarantee is made by the Owner or Engineer as to the completeness and/or accuracy of utility information shown on the plans. Information is from available records and is approximate only.

PROJECT UTILITY SOURCES

All work in connection with public and/or private utilities required in the execution of the contract shall be the responsibility of the Contractor.

Public Utilities shall include, but shall not necessarily be limited to: storm drainage facilities, sewerage systems, and water (supply, transmission and/or distribution) systems, and other utilities under the jurisdiction of a governmental unit.

Private Utilities shall include, but shall not necessarily be limited to: all utilities under the jurisdiction of the Michigan Public Service Commission.

The location of existing public and/or private utilities shown on the plans is in accordance with the best information available. No guarantee is given that the locations are absolutely accurate or that utilities other than those shown are not present. The Contractor shall, in any event, protect or have relocated all utilities that might interfere with construction.

In the event existing utilities are encountered along the line of the work, the Contractor shall perform his operations in such a manner that utility services will not be interrupted and shall, at his own expense, make all temporary provisions to maintain such utility service.

Any work on public utilities, such as removal and replacement thereof (including chlorination and pressure testing of water mains) shall be done only with the agency or department in charge of the utility being fully informed 48 hours in advance of the work and having an inspector on the site during the work. Opening and/or closing of gate valves shall be performed by the local water department.

Whenever, in the opinion of the Engineer, utilities need not be removed or relocated, but can be maintained or secured without interfering with the proper execution of the work, such maintenance shall be performed by the Contractor or shall be arranged for by the Contractor with the utilities concerned. The work shall be accomplished at the Contractor's expense in such a manner as to secure the safety of the utility involved and the work under construction.

If the Contractor neglects to restore or repair damaged or injured public or private utilities or structures, the Owner may, upon recommendation by the Engineer and upon 48 hours written notice to the Contractor, proceed to restore or make good such damage or injury and deduct the cost thereof from any monies that are, or may become, due the Contractor for the work under this contract.

All costs in connection with the above work, including inspection by the municipality and/or other authority (public or private) having jurisdiction, shall be considered as incidental to the contract price except as otherwise provided herein.

UTILITY PROTECTION

Determining the existence and the locations of underground and overhead lines and their protection shall be the responsibility of the Contractor. Utility work referring to the removal, relocation and/or replacement of gas, telephone, and electric power lines, pipes, poles and appurtenances as required, will be done by the forces of the utility company involved. Allowances in the bid for related costs of that work shall be made by

the Contractor. CALL MISS DIG. Special consideration shall be given to locating, by hand digging, gas mains and gas services.

Before starting construction, the Contractor shall check with the Utility Companies to ascertain for himself the location of all utilities which might interfere with the work and shall give due notice to all organizations whose utilities will be affected by his operations.

Additionally, private services may exist within the areas impacted by this work. It shall be the Contractor's responsibility to contact property owners and determine potential service conflicts.

PERMITS

The Soil Erosion and Sedimentation Control Agency for this Project is the Macomb County Office of Public Works, Soil Erosion Division.

The Contractor will be required to secure a Soil Erosion and Sedimentation Control Permit for this Project.

A permit will be required for all work in the MDOT ROW.

The Contractor shall be responsible for securing all the necessary permits and for paying all required Bond Fees, Construction Observation Fees, and/or miscellaneous permit fees for work to be performed under the Contract, whether mentioned herein or not, the costs of which shall be considered to have been included in the unit prices bid for the affected Contract Items (Pay Items) of work.

EXISTING WATER MAINS AND SEWERS

The Contractor will be responsible for any damage caused by the Contractor to existing water mains and sanitary and storm sewers and structure covers during the construction of all improvements on this Project.

Remove or relocate existing utilities and drains in the path of construction as shown on the Drawings and as specified or otherwise required.

Unless shown otherwise on the Contract Drawings, flow in existing utilities must be maintained by diversion, pumping, fluming, relocation, taking the utility out of service, when approved by the Authority having jurisdiction over the utility or by other methods determined by the Contractor at no additional cost to the Owner.

Utilities removed for construction must be reinstalled to their original condition unless directed by the Engineer. The reinstallation is at no additional costs to the Owner.

ACCESS TO DRIVEWAYS

The Contractor shall not obstruct or otherwise interfere with access to driveways for the duration of the Project.

LAWN IRRIGATION SYSTEMS

The Contractor shall be responsible for locating and protecting all private lawn irrigation systems encountered during construction. All lawn irrigation systems which are damaged during the course of construction activities shall be repaired or replaced in kind. This work shall be included in other items of work and shall not be paid for separately.

STREET LIGHTING

All street lights and/or light posts shall be protected by the Contractor. Any damage to the lights and/or light poles or to the buried cables as a result of the Contractor's operations shall be repaired at no additional cost to the Project.

SANITARY FACILITIES

Necessary sanitary convenience for the use of workmen on the site, properly secluded from public observation, shall be provided and maintained in sanitary condition by the Contractor. The use of sanitary facilities shall be strictly enforced.

MOBILIZATION

The item "Mobilization" shall consist of the costs of preparatory work and operations for the Project as outlined in Section 110 of the MDOT 2020 Standard Specifications for Construction. Each Bidder shall enter, in the "Unit Price" column of the Proposal, Lump Sum bid amount for this item, up to a maximum amount equal to three percent (3%) of the Total Base Bid.

The bid amount for this item will be included in the first monthly payment to the Contractor.

SOIL EROSION AND SEDIMENTATION CONTROL

During progress of the work, the Contractor shall provide and maintain soil erosion and sedimentation control measures as provided in these specifications and accompanying drawings, or in the absence of specific requirements he shall provide soil erosion and sedimentation control measures in accordance with Part 91 of Act 451 of the Public Acts of 1994, as amended and the Macomb County Department of Public Works Office.

The completed work for Soil Erosion and Sedimentation Control (SESC) shall be paid for at the Contract unit price for the various soil erosion control items.

Payment for SESC Measures shall be measured and paid for as specified above and shall be considered payment in full for all labor, materials, and equipment required to complete the work.

No additional payment shall be permitted for either maintenance or removal of temporary erosion control items.

EROSION CONTROL, INLET FILTER

This item of work shall consist of furnishing, placing and maintaining a specific soil erosion control measure at each existing and proposed catch basin structure located

within the construction influence area to positively prevent sediment and other construction generated debris from entering adjacent sewers or drains.

The erosion control measure to be furnished, installed, and maintained under this item of work shall adhere to Macomb County Standards.

The Contractor shall construct and maintain the Inlet Filters in strict accordance with the detail shown on the plans.

"Erosion Control, Inlet Filter" will be paid for at the contract unit price per each.

MAINTENANCE OF TRAFFIC

This work shall consist of all labor, materials, and equipment required to maintain traffic in accordance with this Special Provision.

Traffic shall be maintained by the Contractor throughout the project in accordance with Sections 104, and 812 of the 2020 Michigan Department of Transportation's Standard Specifications for Construction, the 2011 Michigan Manual on Uniform Traffic Control Devices (MMUTCD), this Special Provision and any Supplemental Specifications and/or details in the Project Manual, the Macomb County Department of Roads (MCDOR), and the Michigan Department of Transportation (MDOT).

During progress of the work, the Contractor shall accommodate both vehicular and pedestrian traffic to the extent possible, as provided in these specifications and accompanying drawings, or in the absence of specific requirements he shall maintain such traffic in accordance with the Michigan Manual of Uniform Traffic Control Devices, MCDOR and MDOT.

The Contractor shall coordinate his work with other Contractor's that may be performing work within the Construction Influence Area (CIA), or adjoining areas, to avoid conflicts in the maintenance of traffic or construction signing, and to provide for the orderly and safe progress of Contract work.

Access to fire hydrants, water and gas valves shall always be maintained. The Contractor's truck and equipment operations on public streets shall be governed by all local traffic ordinances and regulations of the Engineer, MCDOR, and MDOT. Access shall be maintained for emergency vehicles to all areas within the construction zone at all times.

The Contractor shall inform the Engineer, MCDOR and MDOT in advance of his program of street obstruction and detours, so that the Engineer, MCDOR and MDOT can set up plans for servicing the area in case of an emergency. He shall also notify the Department of Public Works at least three (3) days prior to obstructing any street.

The Contractor's traffic control plan will be carefully reviewed at the pre-construction meeting and any modification to the plan shall be reviewed and approved by the Engineer, MCDOR and MDOT.

If traffic conditions require that the plan be modified for a particular problem, the Contractor shall comply with the modifications as required by the Engineer, MCDOR and MDOT.

The Contractor shall provide flagmen, warning lights, signs, and barricades necessary to direct and protect vehicular and pedestrian traffic.

Traffic signs and control devices shall be in conformance to the Michigan Manual of Uniform Traffic Control Devices, current issue.

The Contractor shall routinely maintain all traffic control devices.

The Contractor shall be responsible for protecting the work area and must supply the necessary traffic control devices apart from those called for on the plans to delineate the work area from the adjacent property.

The cost for all traffic control, signing, barricades, flasher boards and traffic regulators shall be measured and paid for at the contract unit price per lump sum.

The cost for salvaging and re-erecting permanent signs required to be moved for the progression of the work shall be included in the Pay Item "Traffic Control and Maintenance".

All permanent pavement markings shall be replaced by the Owner upon completion of the work.

SURFACE RESTORATION, HYDROSEEDING

This work consists of preparing all areas designated by the Engineer, and applying topsoil, fertilizer, seed, mulch and/or sod to those areas. All work shall be performed in accordance with Section 816 of the MDOT 2020 Standard Specifications for Construction, except as modified herein.

All materials used for the Surface Restoration shall meet the requirements of Section 917 of the MDOT 2020 Standard Specifications for Construction.

Materials included in Surface Restoration, Hydroseeding are:

- Seed Mixture THM (Turf Loamy to Heavy) (917.11)
- Fertilizer Chemical Nutrient Class A (917.09)
- Tackifier- Terra Tack #1 or equal
- Topsoil Surface, Furn, 3 inch (917.06)
- Water for Hydroseed Slurry (917.10)
- Mulch Blanket (917.14)

Application Rate

The mixture shall be proportioned per 1,000 square feet of surface as follows

Water.....1000 gallons
 Seed5 pounds

Chemical Fertilizer	5.5 pounds
Recycled Newsprint Mulch	35 pounds
Tackifier	8 pounds

The Contractor shall perform Surface Restoration, Hydroseeding for those areas disturbed.

All restoration areas shall be prepared and compacted per Section 816 of the MDOT 2020 Standard Specifications for Construction. Place topsoil to the minimum depth indicated above to meet finish grade. If the area being restored requires more than the minimum depth of topsoil to meet the finish grade, this additional depth must be filled using topsoil, or at the Contractor's option, suitable embankment material may be used. Furnishing, placing and compacting this additional material is included in this item of work.

Mulch blankets shall be placed over the hydroseed mixture on all surfaces of less than 1:2 slope, next to shoulders, and behind curbs. Use high velocity blankets on slopes of 1:2 or steeper and on ditch bottoms, including 12 inches up the front and back of slopes. Place mulch blankets with the netting on top and mulch fibers contacting the soil.

All areas disturbed by the Contractor and/or his Subcontractor beyond the normal construction limits of this project shall be restored according to this special provision at the direction of the Engineer. No additional payment will be made for restoration beyond the normal construction limits.

The pay item **Surface Restoration, Hydroseeding** shall include the necessary equipment, materials and labor to place the topsoil, and hydroseed mixture. Water will be paid for separately.

Additional hydroseed applications may be required to cover weak spots. All follow up applications will not be paid for.

Hydroseed slurry requires 24 hours to dry before rainfall or watering occurs to be effective.

The Contractor shall obtain water from a hydrant designated by the Township for filling water trucks. A fee may be required by the Township DPW.

This item of work will be measured in place and paid at the contract unit price per square yard.

BACKFILL

When backfilling under or within a one-on-one slope line drawn downward and outward from a point three feet (3') outside the pavement, shoulder or curb and gutter (which ever condition would apply). Backfill shall be with Granular Material Class II (Michigan Department of Transportation Specification) and compacted to ninety-five

(95%) of the maximum unit weight to within twelve inches (12") of finish grade. The top twelve inches (12") shall be filled with 21AA limestone so that after compacting to ninety-five percent (95%) of the maximum unit weight, it will have a thickness of twelve inches (12").

EXCESS EXCAVATION

All excess excavation shall be removed from the site to a location provided by the Contractor. All excess excavation removal shall be incidental.

MANHOLE, BENCH, AND CHANNEL, RECONFIGURE

Contractor shall reconfigure the manhole channel within the existing sanitary manhole located near Telstar Road to include a full height benching for the new sewer connection. The reconfiguration shall be constructed according to industry standards.

Remove old diversion plate (Reference Manhole #M1-28-3)

This item of work shall be paid for at the contract unit price per each and will include all labor, materials, and equipment required to perform the work.

ABANDON PUMP STATION

This work will include the removal of mechanical and electrical equipment and piping from the below ground structure. The Owner shall have first rights to any salvaged equipment or materials. Salvaged equipment and materials claimed by the Owner shall be transported to an Owner designated location. All other materials and equipment not claimed shall become the property of the contractor and shall be disposed of, offsite, at no cost to the Owner in compliance with applicable environmental regulations.

The contractor shall arrange with the Owner to terminate any electrical and telephone services to the station. Service connections to the utility's service poles have been previously removed.

All communication equipment, shall also be removed including but not limited to, antenna, meter (previously disconnected) and wiring.

All structures containing raw sewage and/or sludge shall be pumped out and washed down so as to not cause any noxious hazard to the area residents or the environment.

The walls of any wet well, valve vault and/or pump station structures shall be removed to a depth of at least six (6) feet below the existing grade. The bottom of any structures that may hold water shall be adequately drilled, fractured or perforated to allow drainage of ground water through the remains of the structure.

Structure shall be filled with sand to within 4 feet of the ground surface. The excavation shall then be filled to grade, compacted in one (1) foot layers with clean granular backfill compacted to 95% maximum unit density. A geotextile separator shall be placed in between the course-graded aggregate and granular backfill sections to prevent soil migration. The geotextile separator shall be Mirafi 500X or approved equal.

Any surface appurtenances associated with the abandoned pump station shall be removed including the concrete foundations and/or bases. This shall include, but not be limited to: electrical meter panel, disconnect, electrical panels, conduits and supports, telemetry and antenna supports, shelter or lift mechanism foundations and any flat concrete slabs or gravel areas used for maintenance access or parking at the station site. Note the power to the pump station has been previously disconnected.

The entire disturbed area surrounding the abandoned pump station shall be restored with 4 inches of top soil, seed and mulch.

The completed work, as described, will be measured and paid for at the contract unit price per lump sum.

BULKHEAD EXISTING FORCE MAIN

The force main, shall be bulkheaded with a twelve inch (12") thick brick and mortar bulkhead as indicated on the plans.

All labor, material, equipment, and work described herein or required to bulkhead the force main shall be incorporated into the lump sum price.

ABANDON SANITARY SEWER

Abandoned sanitary sewer shall be flushed, filled with flowable fill, and bulkheaded with a twelve inch (12") thick brick and mortar bulkhead at each end of each pipe. The contractor shall provide the Owner with a plan detailing construction method and sequencing he intends to use to maintain service to all existing sanitary customers.

All labor, material, equipment, pumping and work described herein or required to abandon sanitary sewer and maintain service shall be included in the lump sum price bid.