



City of Flint

Department of Purchases & Supplies

Sheldon A. Neeley

TO: All Proposers
FROM: Jarin McGee, Chief Buyer
DATE: **July 24, 2023**
SUBJECT: **Addendum #02** – P24-502 – Avon Pump Station Demolition

This addendum has been published to address the following.

Please see the attached Q&A.

All other bidding terms, requirements, and conditions continue as indicated in the remaining original bid documents.

The Chief Buyer, Jarin McGee, is an officer for the City of Flint with respect to this RFP.

In the submission of their proposal, Proposer must acknowledge receipt of this addendum. Proposer shall acknowledge this addendum by signing and returning one copy of this notice with their submission.

Company Name: _____

Address: _____

City / State / Zip: _____

Telephone: _____ Fax: _____ Email: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Thank you.

**Avon Pumping
Station
SECTION 00 91 13
ADDENDUM NO.
02**

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

| General | Description |
|----------------|--|
| Question 1 | Due to the significant changes associated with the scope of work on this project, we respectfully request a bid extension of a minimum of 3 weeks for us to properly assess the changes in Addendum #1, address any response to these questions, provide us time to review Addendum #1 for additional questions, solicit the applicable subs and vendors associated with these changes, etc. |
| Answer 1 | A bid extension will not be granted due to the timing necessary to secure the funding for this project. |
| Question 2 | The additional work associated with Addendum # 1 is significant and will increase the cost of the project accordingly, is the funding currently available for this project based on the changes in Addendum #1? |
| Answer 2 | Yes, funding is available to cover the additional costs associated with the changes noted in Addendum 01. |
| Question 3 | Revised plan sheet C-103 identifies the location where we can discharge our by-pass operation, but a suction manhole was not identified on this plan. Please provide additional information regarding where we can initiate our by-pass operation. |
| Answer 3 | In order to install the proposed bypass, Contractor may bypass flow from the Diversion Chamber east of Avon Pump Station to the designated existing manhole north of the Avon Pump Station shown in Detail 3 on Sheet C-103. The Contractor may also remove any water from the wet well and discharge into the designated existing manhole north of the Avon Pump Station shown in Detail 3 on Sheet C-103. |
| Question 4 | Which bid item is the additional work from Addendum #1 to be included in? Will a new bid item be added for this work? |
| Answer 4 | Yes. See the revised Section 00 42 43 - Proposal accompanying this Addendum. |
| Question 5 | There is not geotechnical report provided for this project, will one be made available? The revised scope includes pipe and structure work that is from 20' to almost 40' below the existing grade - there is significant risk associated with this work without any geotechnical information that we review and assess with our bid. |

| General | Description |
|----------------|--|
| Answer 5 | The successful Bidder will need to provide a geotechnical investigation (e.g., soil borings) prior to the construction of the proposed bypass. The cost of the investigation can be accounted for in Item 3, which has been added to the Base Bid. See the revised Section 00 42 43 - Proposal accompanying this Addendum. |
| Question 6 | Is the 5'-6" tunnel called out in the revised plans a circular pipe, box culvert or other? What is the material is this tunnel made of? |
| Answer 6 | The tunnel is likely constructed of PCCP; no records exist that document the material or construction of the tunnel. The successful Bidder will need to investigate the material of the tunnel to confirm it is PCCP prior to the construction of the proposed bypass. The cost of the investigation can be accounted for in Item 3, which has been added to the Base Bid. See the revised Section 00 42 43 - Proposal accompanying this Addendum. |
| Question 7 | Please provide a detail of how we are to connect the proposed manholes to the 5'-6" tunnel and 54" pipe. |
| Answer 7 | Connection to the existing tunnel and sewer shall be made using appropriately designed saddles. Once installed, concrete shall be placed around each saddle a minimum of 2'-0" greater than the saddle and pipe dimension on all sides; reinforcing to be designed by Contractor. |
| Question 8 | The substantial and final completion for the project was not changed in Addendum #1 and with the significant additional work it is not possible to substantially complete the project in 30 days and achieve final completion in 45 days. Please revise the completion days to account for the work effort added in Addendum #1. |
| Answer 8 | The Contract Time for Substantial and Final Completion will be adjusted. See this Addendum for details on the revised times. |
| Question 9 | There is no information provided in the original plans or Addendum #1 regarding any utilities in the area. This information is critical for us to assess with for the construction of the manholes and the proposed 42" by-pass pipe. |
| Answer 9 | The successful Bidder will need to request the utilities be marked prior to the construction of the proposed bypass. The cost of this can be accounted for in Item 3, which has been added to the Base Bid. See the revised Section 00 42 43 - Proposal accompanying this Addendum. |

| Section | Description of Change |
|----------------|---|
| 00 42 43 | Section 00 42 43 - Proposal has been revised and item 3 has been added. A copy of this Section accompanies this Addendum. |

| Section | Description of Change |
|----------------|--|
| 00 52 00 | Section 00 52 00 - Agreement has been revised and the Contract Time has been extended. A copy of this Section accompanies this Addendum. |
| 01 22 00 | Add Section 01 22 00 - Unit Prices. A copy of this Section accompanies this Addendum. |

This Addendum is hereby incorporated into the original Contract Documents for the bidding referred to above and is considered as binding as though originally appearing therein. Receipt of this Addendum must be noted in the place provided in Section 00 42 43 - Proposal, dated **July 21, 2023**.

SECTION 00 42 43
PROPOSAL

City of Flint - Water Pollution Control Facility, G-4652 Beecher Road, Flint, Michigan 48532

Project: WPCF Avon Pumping Station Demolition

BIDDER INFORMATION

Bidder Name: _____

By (Printed Name): _____

Signature: _____

Address: _____

Phone No: _____

Email: _____

The Bidder proposes and agrees, if their Bid is accepted, to enter into an Agreement with the City of Flint in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Agreement, and in accordance with the Contract Documents.

In submitting their Bid, Bidder represents, as more fully set forth in the Agreement, that:

1. Bidder has examined copies of all Contract Documents, (consisting of Plans dated 06-23-2023 and Project Manual dated 06-23-2023) which he understands and accepts as sufficient for the purpose, including any and all Addenda officially issued, the receipt of which has been acknowledged.
 - A. Addendum _____ Acknowledged by: _____ Date: _____
 - B. Addendum _____ Acknowledged by: _____ Date: _____
 - C. Addendum _____ Acknowledged by: _____ Date: _____
2. Bidder has examined the surface and subsurface conditions where the Work is to be performed, the legal requirements and local conditions affecting cost, progress, furnishing or performance of the Work, and has made such independent investigations as Bidder deems necessary.
3. Their Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner.
4. The Bidder agrees to complete the Work, in accordance with the Contract Documents, for the following Contract Price:

| Item | Description | Quantity | Unit | Unit Price | Amount |
|----------|--|----------|-------------|-----------------|-----------------|
| 1 | Demolition of Screw Pumps, Ancillary Equipment and Appurtenances | 1 | LSUM | \$ _____ | \$ _____ |
| 2 | Demolition, Backfill & Restoration of Wet Well | 1 | LSUM | \$ _____ | \$ _____ |
| 3 | Construct 54" Bypass Sewer | 1 | LSUM | \$ _____ | \$ _____ |

Total Contract Price (Items 1 through 3) \$

5. The Bidder by submitting a Bid, thereby certifies that Bidder or a qualified designated person in Bidder's employ has examined the Contract Documents provided by the Owner for bidding purposes. Further, they certify that Bidder or Bidder's qualified employee has reviewed the Bidder's proposed construction methods and finds them compatible with the conditions which Bidder anticipates from the information provided for Bidding.
6. The Bidder by submitting a Bid agrees to complete the Work under any job circumstances or field conditions present and/or ascertainable prior to bidding. In addition, Bidder agrees to complete the Work under whatever conditions Bidder may create by Bidder's own sequence of construction, construction methods, or other conditions he may create, at no additional cost to the Owner.
7. The Bidder by submitting a Bid, declares that Bidder has familiarized them self with the location of the proposed Work and the conditions under which it must be constructed. Also, Bidder has carefully examined the Plans, the Specifications, and the Contract Documents, which Bidder understands and accepts as sufficient for the purpose and agrees that Bidder will Contract with the Owner to furnish all labor, material, tools, and equipment necessary to do all Work specified and prescribed for the completion of the Project.
8. The Bidder will provide a bid bond, in the amount of at least **five (5)** percent of the amount Bid, drawn payable to City of Flint as security for the proper execution of the Agreement.
9. The Bidder by submitting a Bid agrees that if awarded Contract, to sign the Agreement and submit satisfactory bonds and certificates of insurance coverage and other evidence of insurance required by the Contract Documents within 15 days after the date of Owner's Notice of Award.
10. The Bidder by submitting a Bid agrees that time is of the essence and, if awarded Contract, that the Work will be Completed on or before the dates/days as specified in the Agreement.
11. Liquidated damages, as specified in the General Conditions, Supplementary Conditions and Agreement, shall also apply to the Substantial Completion date.
12. Engineering and inspection costs incurred after the final completion date shall be paid by the Contractor to the Owner as specified in the Conditions of the Contract and Agreement.
13. Proposals may not be withdrawn for a period of 60 days after bid opening.
14. The following documents are made a condition of this Proposal:
 - A. Required Bid Security
 - B. Legal Status of Bidder
 - C. Non-Collusion Affidavit

SECTION 00 52 00
AGREEMENT

This Agreement, made and entered into this _____ day of _____ in the year 20____, by and between City of Flint hereinafter called Owner, and _____ hereinafter called Contractor, in consideration of the mutual covenants hereinafter sent forth, agree as follows:

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Demolition of three (3) existing screw pumps, including connected ancillary equipment, wiring, piping and other appurtenances from within the Pump Station building and exterior wet well. **Construction of a new 54-bypass sewer around the Pump Station and abandonment of a portion of an existing 54-inch sewer.** Work includes the remove of the wet well structure to 18 inches below existing grade, removing gates, piping, wiring and other ancillary equipment and appurtenances from within the wet well, as well as bulkheading opening into and out of the wet well. The remaining wet well structure will then be backfilled with compacted fill material, followed by the placement of topsoil and seed, resulting in a grassy area that matches surrounding grade.

The Work will be substantially completed within **180** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of Section 00 72 00, and completed and ready for final payment in accordance with paragraph 14.11 of Section 00 72 00 within **210** calendar days after the date when the Contract Time commences to run.

Engineering and inspection costs incurred after the specified final completion date shall be paid by the Contractor to the Owner prior to final payment authorization.

1. Charges shall be made at such times and in such amounts as the Engineer shall invoice the Owner, provided however said charges shall be in accordance with the Engineer's current rate schedule at the time the costs are incurred.
2. The costs of the Engineer incurred after the specified final completion date shall be deducted from the Contractor's progress payments.

Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not Substantially Complete within the time specified in paragraph 1.03.A above, plus any extensions thereof allowed in accordance with Article 12 of Section 00 72 00. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not Substantially Complete on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as penalty) the Contractor shall pay the Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 1.03.A above for Substantial Completion until the Work is Substantially Complete.

1. Liquidated damages charged shall be deducted from the Contractor's progress payment.

Owner shall pay Contractor as provided in the attached Proposal for performance of the Work in accordance with the Contract Documents.

Progress payments and retainage under this Contract are governed by the provisions of PA 1980, No. 524 (MCLA 125.1561 et seq.). That Act is incorporated herein by reference and made a part of this Contract. Without excluding any provisions of the Act from this Contract, but in order to comply therewith and summarize certain provisions, the following shall apply:

1. The person representing the Contractor who will submit written requests for progress payments shall be: _____
2. The person representing the Owner to whom requests for progress payments are to be submitted shall be: Tiffany Harrison, PE - Wade Trim, Inc..

ADDENDUM 02
ISSUED 07-21-2023

3. Contractor's representative, listed above, shall submit Applications for Payment on the form provided in the Contract Documents in accordance with Article 14 of Section 00 72 00. Applications for Payment will be processed as provided in Section 00 72 00.

In order to induce the Owner to enter into this Agreement, the Contractor makes the following representations:

1. Contractor has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations that may affect cost, progress, performance, or furnishing of the Work.
2. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon in the preparation of the Plans and Specifications, and which have been identified in the Supplementary Conditions.
3. Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 1.06.A.2 above as the Contractor deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by the Contractor for such purposes.
4. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
5. Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to the Contractor.

The Contract Documents which comprise the entire Contract between the Owner and the Contractor are attached to this Agreement, made a part hereof and consists of the following:

1. Procurement Requirements (including the Advertisement for Bids, Instructions to Bidders, Proposal, Legal Status of Bidder, and other Documents listed in the Table of Contents thereof).
2. This Agreement
3. Performance and other Bonds
4. Notice of Award
5. Notice to Proceed (if issued)
6. Conditions of the Contract (including Section 00 72 00 and Section 00 73 00 - Supplementary Conditions, if any)
7. Specifications contained within Division 01 through 49 of the Project Manual dated June 2023.
8. Plans consisting of sheets each sheet bearing the following general title: WPCF Avon Pumping Station Demolition and dated June 2023.
9. Addenda numbers _____ to _____, inclusive
10. Documentation submitted by the Contractor prior to Notice of Award
11. Any Modification, including Change Orders, duly delivered after execution of Agreement.

Terms used in this Agreement which are defined in Article 1 of Section 00 72 00 shall have the meanings indicated in Section 00 72 00.

ADDENDUM 02
ISSUED 07-21-2023

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on any other party without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Owner and Contractor each binds them self, partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in three counterparts. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective on _____, 20_____.

Owner: City of Flint

By: _____

Authorized Signature: _____

Attest: _____

Address for giving notices:

Contractor: _____

By: _____

Authorized Signature: _____

Attest: _____

Address for giving notices:

License No. _____

Agent for service of process: _____

SECTION 01 22 00
UNIT PRICES

PART 1 GENERAL

1.01 SCOPE

- A. This Section describes the method of measurement and basis of payment for all items of Work included in the Contract and specified in the Proposal. Contractor shall provide all labor, material, tools, equipment and services required to complete the Work specified herein and indicated on the Plans.
- B. Owner will make no allowances for items not included in Section 00 42 43 - Proposal.

1.02 ITEMS OF THE PROPOSAL

A. Item 1

- 1. **Demolition of Screw Pumps, Ancillary Equipment and Appurtenances**, of the type specified, will be paid for at the Contract Unit Price per Lump Sum. Price paid shall be payment in full for labor, material and equipment necessary to remove and dispose of three existing screw pumps from the Avon Pump Station, and shall include, but is not limited to, accessing the existing screws from the exterior of the Pump Station Building, removing the screws, and cutting, capping, removal and disposal of ancillary equipment and appurtenances that are connected to the screw pumps within the building's interior and the wet well, as well as other items necessary to complete the job, whether specifically mentioned or implied.

B. Item 2

Demolition, Backfill and Restoration of Wet Well, of the type specified, will be paid for at the Contract Unit Price per Lump Sum. Price paid shall be payment in full for labor, material and equipment necessary to remove the wet well structure to 18 inches below existing grade; removing any standing water within the wet well structure and pumping to an adjacent sewer designed by Owner; removing gates, piping, wiring and other ancillary equipment and appurtenances from within the wet well; bulkheading opening into and out of the wet well; providing drainage holes within the wet well structure; backfilling the structure with compacted fill material, placing and grading topsoil to match surrounding grade; seeding; as well as other items necessary to complete the job, whether specifically mentioned or implied.

C. Item 3

- 1. **Construct 54" Bypass Sewer**, of the type, diameter and depth indicated will be paid for at the Contract Unit Price per Lump Sum. Price paid shall be payment in full for labor, material, and equipment necessary to locate and mark existing utilities immediately adjacent to the Avon Pump Station and surrounding area, conducting a geotechnical investigation (e.g., soil borings) in the vicinity of the proposed bypass sewer to determine conditions prior to construction, proposed sanitary sewer bypass in open cut trench and shall include, but is not limited to, excavation, sheeting, shoring and bracing, dewatering, construction, protection of existing improvements, sand backfill, sand, stone or concrete pipe bedding, manholes, placing and removing of stoppers and bulkheads, final inspection which includes cleaning, closed circuit television inspection and testing, connections to existing sewers/tunnels, barricading, restoration, and other items necessary to complete the job, whether specifically mentioned or implied.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION