

*ADDENDUM NO. 1*

**NOTTAWASEPPI HURON BAND OF THE POTAWATOMI**

***T DRIVE DEVELOPMENT***

Contract B – Roads and Water

Contract C – Wells

Addendum No. 1 to the plans and specifications for the Nottawaseppi Huron Band of the Potawatomi, T Drive Development Project as prepared by Wightman & Associates, Inc., dated August 9, 2010.

This Addendum No. 1 supplements and modifies the Contract Documents relating to the above referenced project. This Addendum shall be deemed a part of the Contract Documents, and to the extent that the provisions of the other Contract Documents are in conflict herewith, this Addendum shall control.

- A) Bucket auger drilling shall be an acceptable method for drilling both the Test Well and the Production Well. Clear water shall be the only acceptable drilling fluid, with no drilling mud permitted.
- B) Under the Test Well item of Contract B, the *Well Screen* section on page PS-73 of the Specifications shall be modified to read as follows:

“An **eight (8) inch** type 304 stainless steel well screen length of ten (10) feet minimum shall be used in the well. The well screen shall be a wire-woven telescoping type.”

- C) Under the Test Well item of Contract B, the *Chemical Analysis* section on page PS-74 of the Specifications shall have the fourth sentence struck from the paragraph, and shall be modified to read as follows:

“Prior to well development, an initial water sample shall be pulled and tested for nitrates using a field kit such as the Ag Water Nitrate Kit by Nitrate Elimination Co., Inc. or equal. Results shall be submitted to the ENGINEER within 24 hours of the nitrate field test. After the well is developed, complete samples shall be gathered for volatile organic compounds, synthetic organic compounds, complete metals, cyanide, and partial chemistry. The CONTRACTOR shall collect and submit the water samples to the State Lab or a State certified private lab for analysis **in compliance with the Michigan Safe Drinking Water Act**. The CONTRACTOR shall pay for the water samples to be tested.”

- D) Under the Production Well item of Contract B, the second sentence of the *Casing* section on pages PS-76 and PS-77 of the Specifications shall be modified to read as follows:

“The new pipe shall be manufactured in compliance with the standards of ASTM specification A 53-90b, A 106-91, or A 589-89a.”

- E) Under the Production Well item of Contract B, the *Well Screen* section on page PS-77 of the Specifications shall have the word ‘telescoping’ struck from the third sentence, and shall be modified to read as follows:

“A ten (10) foot minimum length of twelve (12) inch 304 stainless steel well screen shall be used in the construction of the well. The screen shall be manufactured by Houston, Johnson, or equivalent approved by the ENGINEER, and have weld rings on both ends and a plate bottom. The screen shall be a wire-woven type and the screen length shall accommodate the 125 percent of the desired well capacity. All fittings, except plugs and seals, shall be constructed of the same material as the well screen.”

- F) Under the Production Well item of Contract B, the *Aquifer Test* section on page PS-78 of the Specifications shall have the phrase ‘or cap’ struck from the fourth sentence of the first paragraph, and that sentence shall be modified to read as follows:

“The CONTRACTOR shall install a monitoring well for use in the aquifer test and abandon it in accordance with MDNRE standards once the written report has been reviewed and approved by the ENGINEER.”

- G) Under the Modifications to the General Conditions on Page GC-1, Section 31-Disputes, replace paragraph D with the following.

Any dispute arising out of or relating to the Contract Documents, including the making, breach, termination or validity thereof, which the parties cannot resolve under the information procedures described in paragraphs B. and C., shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention & Resolution Rules for Expedited Arbitration of Construction Disputes (the “Rules”), in the form in effect on the date the Contract Documents are executed. The arbitration will be conducted by a single arbitrator selected from the list of mediators from Voluntary Facilitative Mediation Program at the United States District Court for the Western District of Michigan. If the parties are unable to agree on an arbitrator, an arbitrator will be designated by the ADR Administrator for the United States District Court for the Western District of Michigan. The arbitration shall be governed by MCL 600.5001 and the Nottawaseppi Huron Band of the Potawatomi Arbitration Ordinance, adopted January 19, 2008, and judgment upon the award rendered by the arbitrator may be entered by the Tribal Court of the Nottawaseppi Huron Band of the Potawatomi. The place of the arbitration shall be the Pine Creek Indian Reservation, or such other location as the parties may mutually agree. In the event of any conflict between the terms of this Section 31 and the Rules, the terms of this Section shall control.

- H) The Contractor shall post the attached Whistleblower poster at the jobsite.

The CONTRACTOR hereby acknowledges receipt of this Addendum No. 1 and shall include a signed copy with his bid.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Know Your Rights Under the Recovery Act!

## *Did you know?*

The American Recovery and Reinvestment Act of 2009 <sup>1</sup> provides protections for certain employees of non-federal employers who make specified disclosures relating to possible fraud, waste and/or abuse of Recovery Act funds.

## *Who is protected?*

Employees of non-federal employers receiving recovery funds. This includes State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

## *How are Whistleblowers Protected?*

You cannot be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure.

## *What types of disclosures are protected?*

The disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

The disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

## *Take Action!*

Log on to [Recovery.gov](http://Recovery.gov) for more information about your rights and details on how to report at [www.recovery.gov](http://www.recovery.gov).

---

<sup>1</sup> [Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5](#)