

# Rain Garden Project at 215 & 219 W Kingsley St

RFP # 796

## ADDENDUM 1

Thursday, May 5, 2011

**Attendance from May 2<sup>nd</sup> pre-proposal meeting, see attached list (Attachment A).**

### **Questions and Comments from attendees at pre-proposal meeting:**

#### **Q: Bonds? Construction bonds? Maintenance bonds? What will be required?**

A: The proposal must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the proposed construction price. A Performance Bond, as well as a Labor and Material Bond will be required at the time the contract is signed. We will use a contract in the form of the sample attached, which replaces the sample Professional Services Agreement previously attached. This contract includes the 2 bond requirements. The forms provided in Attachment C will be added to the contract.

#### **Q: What is the long term use of this site?**

A: Rain garden and flood storage. The FEMA grant being used to purchase the property requires that we deed restrict the property as open space.

#### **Q: How will the water be captured and moved onto the site? Is water being pulled from the streets?**

A: Water from several adjacent parcels, to the east, flows onto this property; we will capture the water that drains to the site. We will not be pulling water from the streets into the rain garden. However, when Allen Creek floods, which happens when rain storms exceed the bankfull event (1 ½ to 2 year storm), this rain garden would take on flood water to help reduce the frequency of street flooding.

#### **Q: Is the demo contractor going to be responsible for the backfill?**

A: Yes, but we're hoping that there is not backfill. We want to work with only the material that is already on the site. If there is a specific soil mix that is desired for the rain garden, it should be specified on the grading plan and the demo contractor would be responsible for the placement.

#### **Q: Is all earthwork the responsibility of the demolition contractor?**

A: Yes. The demo contractor will follow the grading and stabilization plan prepared by the rain garden consultant. The work done by the demolition contractor will be paid for by the FEMA Grant and does not need to be included rain garden fee proposal.

#### **Q: Will the consultant do the bid package for demolition? What about the front end?**

A: No, the City will take care of the demolition bid; services for the bid package are not being requested through this proposal.

#### **Q: Should cost information be included?**

A: Yes, there should be cost estimates for everything, except the work to be done by the demolition contractor. Particularly the signage, bench and path should be given as separate figures so that they can be pulled out if needed. Costs for the grading plan preparation should also be listed separately. We will be asking that the work for the grading plan preparation be billed to us separately, so that we can request that cost to be covered by the FEMA Grant.

**Q: What is expected from the Consultant for the public meeting?**

A: The City will organize an on-site public meeting once we have a demolition contractor hired. We want the rain garden consultant to have the opportunity to talk with those neighboring the subject property. The Consultant should have a conceptual rain garden design prepared for the meeting, but be able to modify the design based on comments received at the meeting, if needed.

**Q: Will a soil boring be required?**

A: Yes. [RFP 796 pg 7 specifies that one soil boring (minimum of 15 feet in depth) shall be taken at the site.]

**Q: Are full site plans required, even though it is design build?**

A: Yes, we want plans for our records.

**Q: Are full specification required, even though it is design build?**

A: No, just enough for our records so that we know what's there. The specification can be incorporated into the final plans.

**Q: Maintenance?**

A: This will be done by the City's Natural Areas Preservation (NAP) staff. The maintenance plan should be written for use by the City's Natural Areas Preservation (NAP) staff.

**Q: So they (NAP) will be burning?**

A: Yes.

**Q: Plan review process? Fees?**

A: This project does not require site plan approval, so there will be no review fees. There will not be a fee for connecting to the City's storm sewer system (i.e. – tapping an over flow pipe into the existing catch basin at the corner). There's a fire hydrant at this site, if you use that for watering you will be responsible for the cost (see attached information about Hydrant use fees- Attachment B).

**Q: Who will review the proposals?**

A: Kayla Coleman, Lara Treemore-Spears, Jerry Hancock and Jennifer Lawson will be the review committee.

**Q: Any Brownfield issues?**

A: This will be the responsibility of the demolition contractor. We've already done the Environmental Site Assessment (ESA). Lead and asbestos were found at the site; the demolition contractor will do the remediation.

**Q: Can we get into the building?**

A: No, it's boarded up.

**Q: What is the depth of the foundation?**

A: At this point let's assume 5 feet.

**Q: What is the budget based on?**

A: It is based on a professional estimate that we got ~3 years ago, when we were applying for the grant to purchase the properties.

**Additional questions received after the pre-proposal meeting:**

**Q: Should the entire site be planted with rain garden/ground cover plugs, or should we plan on allowing the surrounding area to be lawn?**

A: Please plan on planting the entire site with plugs (and plan your cost estimates accordingly). Lawn strips create extra maintenance burden for City staff. This site will be maintained by controlled burning from the City's Natural Areas Preservation group.

**Q: Geotech soil boring? What standard and analysis would you like done on the soils?**

A: The soil boring depth should be 15 feet unless the soils are discovered to not accommodate infiltration then the boring should go deeper to determine if there is a more porous layer further down. Determining the infiltration rates will not be necessary.

**Q: If you can share with me, who was the contractor that supplied the bid for the initial budget of \$30,000 on this project?**

A: In September of 2008, Conservation Design Forum provided an estimate of approximately \$27,000.00. Roughly \$3000.00 of that estimate, were for items that we will be able to have covered by the demolition contractor.

**Please be sure to complete the Addendum Acknowledgment form (Attachment D)**

## ATTACHMENT A

### PRE-PROPOSAL MEETING

### ATTENDEE LIST

2-MAY-2011

<b>Firm Represented</b>	<b>Name</b>	<b>Email</b>
1. Chris Lehr	Rains and Nativescape	info@nativescapellc.com
2. Millard M. Wright	ABE Associates	mwright@abe_engineers.com
3. Tom Covert	Atwell LLC	tcovert@atwell-group.com
4. Andrea Kline	ECT	akline@ectinc.com
5. Bill Popp	Johnson and Anderson	wpopp@ja-engr.com
6. Mark Pascoe	Stantec	Mark.pascoe@stantec.com
7. Shannan Gibb-Randall	InSite Design Studio	Sgibb-randall@insite-studio.com
8. Kayla Coleman	City of Ann Arbor	kcoleman@a2gov.org
9. Jerry Hancock	City of Ann Arbor	jhancock@a2gov.org
10. Jen Lawson	City of Ann Arbor	jlawson@a2gov.org

## ATTACHMENT B

### **HYDRANT METER APPLICATION INFORMATION**

Hydrant meters are only available after April 15. They must be removed for the season during the first week in October.

Hydrant meter requests must be made a minimum of 7 business days prior to the requested set date. A 6' area surrounding the hydrant must have level/stable ground.

### **FEEES**

A deposit of **\$1,000.00** is required at time of application.

The following fees will be charged upon removal of the meter. If the fees are less than the deposit, a refund will take place. If the fees are in excess of the deposit, an invoice will be issued.

Setup and removal fee **\$175.00**

Hydrant meter use fee of **\$55.00 per month**, minimum 1 month

Water will be charged at the current water only rate of **\$4.31/unit**. Meters measure a unit of water equal to 100 cubic feet or approximately 748 gallons.

If the meter is damaged while in your use, a replacement fee will be charged.

**ATTACHMENT C**

PERFORMANCE BOND

- (1) \_\_\_\_\_ of  
(referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ \_\_\_\_\_, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City dated \_\_\_\_\_, 20\_\_ for:  
\_\_\_\_\_  
and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the contract in accordance with its terms and conditions; or
  - (b) obtain a bid or bids for submission to the City for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Name of Surety Company)

(Name of Principal)

By

By

(Signature)

(Signature)

Its

Its

(Title of Office)

(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

LABOR AND MATERIAL BOND

(1) \_\_\_\_\_ of  
, (referred to as "Principal"), and \_\_\_\_\_, a corporation  
duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the  
City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in  
Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of  
\$ \_\_\_\_\_, for the payment of which Principal and Surety bind themselves, their heirs, exec-  
utors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written contract with the City, dated \_\_\_\_\_, 20\_\_\_\_, for  
; and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts  
of 1963 as amended;

(3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required  
under the contract, the Surety shall pay those claimants.

(4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no  
obligation if the Principal promptly and fully pays the claimants.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Name of Surety Company)  
By  
(Signature)  
Its  
(Title of Office)

(Name of Principal)  
By  
(Signature)  
Its  
(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

**ATTACHMENT D**

**YOU MUST SUBMIT THE EXECUTED COPY OF THIS DOCUMENT WITH ANY ADDITIONAL MATERIALS ON THE DUE DATE.**

I/we have reviewed Addendum No. 1 RFP-796, dated May 5, 2011.

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Acknowledged By: (Authorized Signature)

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Printed Name

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Company

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Date