

ADDENDUM NO. 1
TO THE
INVITATION TO BID - ITB #4417
2016 RAMP & SIDEWALK REPAIR PROJECT
CITY OF ANN ARBOR, MICHIGAN

The following changes, additions, and/or deletions shall be made to the Bid Documents for the 2016 Ramp & Sidewalk Repair Project, for the City of Ann Arbor, Michigan, Invitation To Bid – ITB #4417. This Addendum also includes questions and answers as provided herein.

The information contained herein shall take precedence over the original documents and all previous addenda, and is appended thereto. **This Addendum includes 12 pages.**

The Contractor is to acknowledge receipt of this Addendum No. 1 on page ITB-1 of the Bid Documents.

The following forms provided within this ITB Document must be included in submitted bids.

- **City of Ann Arbor Prevailing Wage Declaration of Compliance**
- **City of Ann Arbor Living Wage Ordinance Declaration of Compliance**
- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**

Bids that fail to provide these completed forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.

Changes in the Bid Documents which are outlined below are referenced to a page or drawing in which they appear conspicuously. The Bidder is to take note in its review of the documents and include these changes as they affect work or details in other areas not specifically referenced here.

Item #1: Instructions to Bidders; Replace pages IB-1 through IB-5 with the attached revised IB-1 through IB-5

The due date for questions on page IB-1 was erroneously stated as February 18, 2015. Correct the due date for questions on page IB-1 to February 18, 2016.

Insert language to the Bid Submission section on page IB-2 stating the requirement to submit compliance forms with the bids.

Item #2: Contract; Replace pages C-1 through C-3 with the attached revised C-1 through C-3

The Sample Standard Contract has been replaced with the Contract containing project specific information.

A provision for one one-year extension has been added Article 3.

Item #3: The following items are attached for informational purposes:

Answers to Bidders' Questions

Pre-Bid Meeting Sign-In Sheet

Pre-Bid Meeting Agenda

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

Any Bid which does not conform fully to these instructions may be rejected.

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before **Thursday, February 18, 2016 at 3:00 P.M.** and should be addressed as follows:

Specification/Scope of Work questions emailed to **bslizewski@a2gov.org**
Bid Process and HR Compliance questions emailed to **cspencer@a2gov.org**

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of **Brian Slizewski** at **bslizewski@a2gov.org** after discovery as soon as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **Wednesday, February 24, 2016, at 2:00 P.M. (Local Time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: **ITB No. 4417, 2016 Ramp and Sidewalk Repair Project**.

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Services, 1st Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

The following forms provided within this ITB Document must be included in submitted bids.

- **City of Ann Arbor Prevailing Wage Declaration of Compliance**
- **City of Ann Arbor Living Wage Ordinance Declaration of Compliance**
- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**

Bids that fail to provide these completed forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.

Hand delivered bids will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each

division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the Contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms. All key staff and subcontractors are subject to the approval by the City.

Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

Bid Security

Each bid 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 bid price.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of sixty (60) days

Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-2, Article III of the Contract. If these time requirements can not be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Liquidated Damages

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Human Rights Information

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 5, beginning at page GC-3 shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

Wage Requirements

Section 4, beginning at page GC-2, outlines the requirements for payment of prevailing wages and for payment of a "living wage" to employees providing service to the City under this contract. The successful bidder and its subcontractors must comply with all applicable requirements and provide documentary proof of compliance when requested.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. **The wage determination(s) current on the date 10 days before bids are due shall apply to this contract.** The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: www.wdol.gov

Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

Major Subcontractors

The Bidder shall identify on Bid Form Section 4 each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the City.

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 2016, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and _____ ("Contractor")

(An individual/partnership/corporation, include state of incorporation)

(Address)

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled "**2016 Ramp and Sidewalk Repair Project**" in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Non-discrimination and Living Wage
Declaration of Compliance Forms (if
applicable)
Vendor Conflict of Interest Form
Prevailing Wage Declaration of
Compliance Form (if applicable)
Bid Forms
Contract and Exhibits
Bonds

General Conditions
Standard Specifications
Detailed Specifications
Plans
Addenda

ARTICLE II - Definitions

Administering Service Area/Unit means **Project Management Services Unit**

Project means **2016 Ramp and Sidewalk Repair Project**

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed in accordance with the scheduling requirements outlined in the "Detailed Specification for Project Scheduling" found on page DS-1 of the Contract Documents.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, the amount(s) specified in the "Detailed Specification for Project Scheduling" found on page DS-1 of the Contract Documents for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

- (D) The term of this Contract shall be one year, or until satisfactory performance of all services have been performed, whichever occurs later. Subject to the availability of funding, the Contract may be extended for one one-year term, subject to the same terms and conditions, including unit prices, in the original Contract and subject to agreement by the City and the Contractor. Between September 1 and December 31, 2016, the City may provide a written request for the one year extension to the Contractor, after which the Contractor shall have 30 days to respond in writing that it agrees to the one year extension. Failure to respond may result in the Contract being reissued for bid.

ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Form for the estimated bid total of:

_____ Dollars (\$ _____)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted without the written consent of the City.

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

Whenever possible, each provision of the Contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the Contract.

ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a Contract of employment but is a Contract to accomplish a specific result. Contractor is an independent Contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not

become, overdue or in default to the City for any Contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VIII - Notice

All notices given under this Contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the Contract Documents or other address the Contractor may specify in writing.

ARTICLE IX - Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this Contract, by the Contractor or anyone acting on the Contractor's behalf under this Contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Tom Crawford
Interim City Administrator

By _____
Craig Hupy, P.E.
Public Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

City of Ann Arbor 2016 Ramp & Sidewalk Repair Project – ITB #4417

Questions from Bidders

Answers Prepared February 19, 2016

1. Q: Is this contract for the 2016 construction season only, or is there a potential for contract extensions?
A: The contract will include a provision for a one-year extension using the as-bid unit prices and contract terms, subject to agreement by the City and the Contractor. See Addendum 1, page C-2.

2. Q: Do the attached forms (wages, conflict of interest, etc.) need to be submitted with the bid?
A: Yes. See Addendum 1, page IB-2.

3. Q: Is the 2016 Ramp and Sidewalk Repair Project (ITB No. 4417) a Prevailing Wage project?
A: Yes. The requirement is stated in the General Conditions, Section 4 - Wage Requirements.

City of Ann Arbor 2016 Ramp & Sidewalk Repair Project – ITB #4417

Pre-Bid Meeting Agenda

11:00 A.M. Wednesday, February 17, 2016

4th Floor Conference Room, Larcom City Hall

- I. Introductions
- II. General
 - a. Project Overview
 - i. Sidewalk millage
 - ii. Ramp & Sidewalk Programs combined into one project
 - iii. Main work areas – some miscellaneous work outside these areas will also be required.
 - b. Instructions to Bidders Section
 - i. Email questions are due Thursday, February 18, 2016, at 3:00 P.M.
 - ii. Addendum
 - iii. Bids are due Wednesday, February 24, 2016, 2:00 P.M.
 - iv. Prevailing Wages and Living Wages
 - c. Schedule – see Detailed Specification for Project Schedule
 - i. Expected Starting Date – April 18th
 - ii. Intermediate Completion Dates (25% every 7 weeks)
 - iii. Completion Date – October 28th
 - d. Hours of work: 7:00 a.m. to 8:00 p.m., Monday thru Saturday. (9a – 3p on major roads)
 - e. Indefinite Quantities Contract - City reserves right to add/subtract work
 - f. Option to extend the contract for one additional year (Addendum)
- III. Construction
 - a. Construction Process
 - i. City inspectors will mark sidewalks/ramps for replacement in advance of construction
 - ii. Inspection of Contractor's work will be performed throughout construction
 - iii. Quantities to be agreed upon with inspector on a daily basis
 - iv. Contractor's work is coordinated daily with the City Inspector
 - v. Contractor is responsible for ADA ramp compliance
 - b. Sidewalk Joint Cutting (separate contract – coordination is required)
 - c. Other Work Items
 - i. HMA Pathways
 - ii. Sidewalk Leveling
 - iii. Sidewalk Patching Allowance
 - d. Traffic Control
 - e. HMA Patching – 7 days
 - f. Concrete Replacement – 24 hours
 - g. CIP Detectable warning.
 - h. Restoration/seeding are included in concrete items for all lawn extensions and up to 12" behind sidewalk.
 - i. Testing will be performed by a consultant contracted directly by the City
- IV. Other Topics/Questions

Contact Information:

Brian Slizewski, PE

Senior Project Engineer

Phone: (734) 794-6410 ext. 43607

E-mail: bslizewski@a2gov.org

PREBID MEETING SIGN-IN SHEET

**PROJECT: 2016 Ramp and Sidewalk Repair Project
ITB #4417
Wednesday, February 17, 2016**

PLEASE PRINT

NAME	REPRESENTING	MAILING ADDRESS	TELEPHONE	EMAIL
Brian Slizewski	City of Ann Arbor - Project Management	Address: 301 E. Huron Street, P.O. Box 8647 City, State: Ann Arbor, MI Zip: 48107-8647	Office: (734) 794-6410, x43607 Cell: (734) 231-6376	bslizewski@a2gov.org
Adam Ajam	City of Ann Arbor - Project Management	Address: 301 E. Huron Street, P.O. Box 8647 City, State: Ann Arbor, MI Zip: 48107-8647	Office: (734) 794-6410, x43641 Cell: (734) 323-5656	aaajam@a2gov.org
<i>JIM McINNIS</i>	<i>DOAN</i>	Address: <i>3670 CARPENTER RD</i> City, State: <i>YPSILANTI MI</i> Zip: <i>48197</i>	Office: Cell: <i>734-323-3647</i>	<i>JMcINNIS@DOANCOMPANIES.COM</i>
		Address: City, State: Zip:	Office: Cell:	
		Address: City, State: Zip:	Office: Cell:	
		Address: City, State: Zip:	Office: Cell:	
		Address: City, State: Zip:	Office: Cell:	
		Address: City, State: Zip:	Office: Cell:	