

# ADDENDUM No. 1

ITB No. 4593

## GALVANIZED WATER SERVICE LINE REPLACEMENT

**Updated Bid Due Date: August 22, 2019 at 2:00 P.M. (Local Time)**

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes nine (9) pages.**

**Bidder is to acknowledge receipt of this Addendum No. 1, including all attachments (if any) in its Bid by so indicating on page ITB-1 of the Invitation to Bid Form. Bids submitted without acknowledgment of receipt of this addendum may be considered nonconforming.**

The following forms provided within the 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 forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.**

### I. CORRECTIONS/ADDITIONS/DELETIONS

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

<b><u>Section/Page(s)</u></b>	<b><u>Change</u></b>
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BF-1	As provided in ITB No. 4593 Bid Document: Bid Form, Section 1 – Schedule of Prices as Page BF-1
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	As updated herein: Bid Form, Section 1 – Schedule of Prices as Pages BF-1
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*Comment: The intent with this change is to simply replace the Page BF-1 provided in the ITB Document with the Page BF-1 provided herein which adds lines.*

All mentions	As provided in ITB No. 4593 Bid Document: Bid Due Date: Thursday, August 15, 2019 at 2:00 p.m.
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	As updated herein: Bid Due Date: Thursday, August 22, 2019 at 2:00 p.m.
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*Comment: The Due Date and Time for responses to this ITB has been extended to Thursday, August 22, 2019 at 2:00 p.m. (local time). Note that all other dates are unchanged.*

## II. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the ITB. Bidders are directed to take note in their review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

Question 1: Will Permit costs be waived (ROW & Plumbing)?

Answer 1: No. Permits will be required and the fees should be included in your cost.

Question 2: Will the plumbing inspector will be inspecting as you do the work?

Answer 2: The plumbing inspector will provide same day inspections as long as they are scheduled by 8:30 A.M.

Question 3: How far in do we need to pull it, all the way to the meter?

Answer 3: Yes, as long as the meter setting is located within 2.5' of outside basement wall.

Question 4: How spaced out are the homes? One per block or will we be able to knock out a bunch on a block at the same time?

Answer 4: Locations have not been chosen yet. The majority of the services in this project will be located on streets with scheduled Capital Projects.

Question 5: Are locations chosen already or will it be as they come up?

Answer 5: Locations have not been chosen yet. The majority of the services in this project will be located on streets with scheduled Capital Projects.

Question 6: Will we be working with the water main contractor?

Answer 6: In most cases you will be expected to complete replacement work before the water main projects are started.

Question 7: Is this a new program or something that has been ongoing?

Answer 7: New program.

Question 8: Are the existing services lead or all galvanized?

Answer 8: All galvanized.

Question 9: Who is the project manager?

Answer 9: This has not been decided yet.

Question 10: Should we expect working with finished basement, dry wall & carpet or just deal with that as an ancillary item?

Answer 10: We will require the homeowner to clear the area of any finished materials.

Question 11: Will the work be requiring sanitary/sewer lead inspection prior or after?

Answer 11: No.

Question 12: Will we be attaching to new or existing meters/valves/boxes?

Answer 12: You will connect to existing.

Question 13: Stop box is provided by who, city or contractor?

Answer 13: As needed by the City.

Question 14: The agreement for the homeowner, what does that cover?

Answer 14: The current version is included for reference.

Question 15: Traffic control is part of the mobilization. Do you expect the price to cover traffic control on major and local roads the same?

Answer 15: We have removed traffic control from the mobilization costs and have created separate line items.

Question 16: Max on the mobilization?

Answer 16: No Max on mobilization

Question 17: Pipe split and cable are less intrusive and may be more cost effective but what if the contractor deems boring would be better would that be an issue?

Answer 17: We will consider all bids.

Question 18: There are options for annual renewal, will this be a larger project?

Answer 18: This will grow to a larger project with more planning once we have the residential material inventory completed.

Question 19: If the galvanized is in the floor does it have to go back through the floor or can it go back in through the wall?

Answer 19: It can go out through the wall.

Question 20: What's the schedule on the work, will we be given a list to work on?

Answer 20: Emergency work will be assigned as the City becomes aware of a leak. A list of addresses that are necessary due to Capital Projects will be issued during the winter for completion before construction season.

Question 21: Do you anticipate work to commence this fall, how fast?

Answer 21: Late fall, but this will mostly consist of homes that develop a leak.

Question 22: Will you give a list of 50 locations after awarded?

Answer 22: The list of 50 is an approximate number. The actual number awarded under this contract is unknown at this time.

Question 23: Should the contractor awarded the contract in year 1 expect to get year 2 if there are no issues during year 1?

Answer 23: Unknown.

Question 24: Once you choose the locations, how will they be distributed? One by one or blocks?

Answer 24: One by one and blocks. Blocks for Capital projects and singles as emergencies arise.

Question 25: Is the bulk of this work occurring in year 1 or year 2 (referring to 50)?

Answer 25: The number is unknown at this time. Year 1 is heavily dependent on services that need to be replaced as a result of a Capital Project.

Question 26: Do you see a shutdown period happening?

Answer 26: Yes.

Question 27: If we are given a block of 15 we have 30 days to get them completed?

Answer 27: The timelines will be flexible within reason if large groups are awarded. The timeline for completing emergency work is not flexible.

Question 28: Who will be doing the inspection? Plumbing or an additional inspector?

Answer 28: The plumbing Inspector will inspect the service installation and the Right of Way Inspector will inspect the right of way restoration.

Question 29: Does the Right Of Way permit cover sidewalk?

Answer 29: Yes

Question 30: If service length exceeds 40ft will we be paid for that?

Answer 30: The service price is per foot, 40' was chosen an example for bid pricing.

Question 31: Is there a minimum per foot price, if shorter than 40ft?

Answer 31: No. Minimum costs should be made up in mobilization.

Question 32: Can you waterproof from the inside of the residence?

Answer 32: Yes

Question 33: Can the City provide the list of plan holders?

Answer 33: An unofficial plan holders list is available on MITN.info for this ITB.

Question 34: Can the City provide the list of attendees at the Pre-Bid Meeting?

Answer 34: See attached.

Question 35: Is there an engineer's estimate available for this project?

Answer 35: No engineers estimate is available for this ITB.

Bidders are responsible for any conclusions that they may draw from the information contained in the Addendum.

## BID FORM

### Section 1 – Schedule of Prices

Company: \_\_\_\_\_

Project: ITB# 4593 - Galvanized Water Service Line Replacement

ESTIMATED QUANTITIES	UNIT	DESCRIPTION OF WORK	UNIT PRICE	TOTAL PRICE
50	Each	Mobilization-Permitting, Traffic Control		
45	Each	Traffic Control, Major Road		
5	Each	Traffic Control, Local Road		
1	LS	Certified Payroll Compliance and Reporting		
40@40ft	Linear Foot	Water Service Line Replacement, 1" Copper, Cable Pulling Method		
5@40ft	Linear Foot	Water Service Line Replacement, 1" Copper, Boring Method		
5@40ft	Linear Foot	Water Service Line Replacement, 1" Copper, Open Cut Excavation		
5	Each	Failed Attempt – Cable Method		
5	Each	Failed Attempt – Boring Method		
125	Square Ft	Remove Concrete Sidewalk, Ramp Drives, any Thickness		
20	Linear Feet	Remove Concrete Curb or Curb & Gutter		
100	Square Foot	Replace Concrete Sidewalk, 4"		
25	Square Foot	Replace Concrete Sidewalk, Ramp, Drive Approach 6"		
10	Ton	HMA, LVSP - Pavement Leveling Course		
6	Ton	HMA, LVSP - Pavement Top Course		
20	Linear Feet	Replace Concrete Curb or Curb & Gutter		
10	LBS	Fertilizer, Chemical Nutrient, CI A		
250	Square Yard	Mulch Blanket, High Velocity		
15	LBS	Seeding Mixture, THM		
250	Square Yard	Topsoil Surface, Furnish, 4 inch		

**ESTIMATED TOTAL**     \$ \_\_\_\_\_

ACCESS AGREEMENT  
BETWEEN THE CITY OF ANN ARBOR  
AND [PROPERTY OWNER NAME(S)]  
FOR ACCESS TO [STREET ADDRESS] FOR WORK TO REPLACE  
PRIVATE WATER SERVICE LINE

Whereas, [property owner name(s)] (the “Owner”) own(s) the property at [street address], City of Ann Arbor, Michigan [zip code] (the “Property”).

Whereas, City of Ann Arbor, a Michigan municipal corporation with offices at 301 E Huron Street, Ann Arbor, Michigan 48104 (“City”), has identified the private water service line on the Property (the “Line”) as a line that the State of Michigan requires replaced under its “Lead and Copper Rule,” MACR 325.10101, *et seq.* (the “Rule”), which was promulgated under P.A. 399 of 1976;

Whereas, although the Line is owned by the Owner, the City plans to have it replaced for Owner (the “Work”);

Whereas, for the City to do so, Owner will have to provide access to, in, on, under, and over the Property, any structures or other improvements on it, as appropriate for the Work (the “Access”);

Whereas, Owner would like the Work done and is willing, in accordance with the terms and conditions of this access agreement (the “Agreement”) to grant the Access;

Now, therefore, in exchange for the consideration in this Agreement, Owner and the City agree as follows:

1. Owner represents and warrants that it owns the Property in fee simple absolute and that it and it alone has the right to enter into this Agreement.
2. If the City proceeds with the Work, Owner grants the City and any of its employees, contractors and agents the Access.
3. Without limiting any of the foregoing, the Access includes permission to enter and depart over and across the Property as needed, including entry into the house and any improvements on the Property, and to use and bring onto the Property all appropriate materials and equipment, in order to undertake the Work on the Property.
4. Anyone exercising the Access shall give the Owner notice in advance of when outdoor parts of the Work will be done.
5. For parts of the Work that require entry into Owner’s house or other improvements, Owner and anyone exercising the Access shall cooperate as to the date and time when those parts may be performed. Owner shall be present during such parts of the Work.

6. At the end of the Work, the City shall, within a reasonable time and to the fullest extent reasonably possible, repair any damage to the Property that it or any contractor for it negligently or unreasonably causes.
7. Nothing in this Agreement, nor the Access nor the Work, shall have the effect of transferring ownership of the Line from Owner to the City. Ownership of the Line shall remain Owner's.
8. This Agreement is the entire agreement between the City and Owner with respect to the Agreement's subject, the Work, the Access, and the Line, and there are no understandings, agreements, or representations of any kind between the parties, oral or otherwise, with respect to the same other than as set forth in this Agreement.
9. Nothing in this Agreement may be construed as a waiver of the City's governmental immunity or other immunity provided by law or equity.
10. No change or modification of any of the terms, obligations or provisions hereof shall be valid unless in writing and signed by the parties hereto.
11. This Agreement and the rights and obligations of the parties hereunder shall be construed, governed and enforced in accordance with the laws of the State of Michigan.
12. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, agents, heirs, administrators, successors and assigns.
13. Each of the persons executing this Agreement represents that he or she has read and understands this Agreement, and represents that he or she is authorized to execute this Agreement on behalf of the party for whom he or she is acting.
14. Owner warrants and represents that there are no unreasonably dangerous conditions on the Property, shall be liable for any bodily injuries or property damage that result from any such conditions, and shall indemnify, defend and hold City harmless from and against any damages, costs, expenses, and/or losses that arise from any such conditions.
15. Owner represents and warrants that the private underground facilities on the Property include:

Sprinkler system	<input type="checkbox"/> Yes <input type="checkbox"/> No
Invisible dog fence	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (describe) _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

Owner shall mark, and maintain marks of, the locations of each of the above facilities in advance of the Work, and the City will not be responsible for damage to any facilities that have not been accurately marked.

**[Signatures are on the Following Page]**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

OWNER:

CITY OF ANN ARBOR

By \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Howard S. Lazarus  
Its: City Administrator

By \_\_\_\_\_  
\_\_\_\_\_

Approved as to substance:

\_\_\_\_\_  
Craig A. Hupy, P.E.  
Public Services Area Administrator

Approved as to form:

\_\_\_\_\_  
Stephen K. Postema  
City Attorney



## PREBID MEETING SIGN-IN SHEET

PROJECT: Galvanized Water Service Line Replacement

ITB 4593

Date: 8/1/19

PLEASE PRINT

NAME	REPRESENTING	MAILING ADDRESS	TELEPHONE	EMAIL
Paul Matthews Assistant Manager Public Works	City of Ann Arbor - Public Works	Address: <u>4251 Stone School Road</u> City, State: <u>Ann Arbor, MI</u> Zip: <u>48107-8647</u>	Office: (734) 794-6350 x43386 Fax: (734) 994-0742	<a href="mailto:pmatthews@a2gov.org">pmatthews@a2gov.org</a>
Jacob Bailey	Bailey Excavating	Address: <u>1073 Toro Dr</u> City, State: <u>Jackson, MI</u> Zip: <u>49201</u>	Office: (517) <u>750-3030</u> Mobile: (517) <u>740-0371</u> Fax No. ( ) _____	JacobBailey@ Bailey-Excavating.com
JEFF LANG	LANG CONSTRUCTION LLC	Address: <u>9145 Lanning Rd</u> City, State: <u>Flint MI</u> Zip: <u>48532</u>	Office: (810) <u>743-6703</u> Mobile: (810) <u>423-8209</u> Fax No. ( ) _____	officed@langbuild.com
Cara Arheit Management asst. Public Work	A2	Address: <u>4251 Stone School Rd</u> City, State: <u>A2 MI</u> Zip: <u>48107<sup>56</sup> 47</u>	Office: (734) <u>794-6350</u> Mobile: ( ) _____ Fax No. ( ) _____	Carhite@ a2gov.org
		Address: _____ City, State: _____ Zip: _____	Office: ( ) _____ Mobile: ( ) _____ Fax No. ( ) _____	
		Address: _____ City, State: _____ Zip: _____	Office: ( ) _____ Mobile: ( ) _____ Fax No. ( ) _____	
		Address: _____ City, State: _____ Zip: _____	Office: ( ) _____ Mobile: ( ) _____ Fax No. ( ) _____	
		Address: _____ City, State: _____ Zip: _____	Office: ( ) _____ Mobile: ( ) _____ Fax No. ( ) _____	