

ADDENDUM No. 1

RFP No. 26-08

BARTON DAM – SECURITY IMPROVEMENTS

Updated Bids Due: Thursday, **March 19** ~~February 26~~, 2026 at 2:00 P.M.
(Local Time)

The following changes, additions, and/or deletions shall be made to RFP No. 26-08 (Barton Dam Security Improvements), for which proposals will be received on/or before March 19, 2026 at 2:00 P.M. (local time). The bid opening will be at Larcom City Hall (301 E Huron Street, Ann Arbor, MI 48104).

The information contained herein shall take precedence over the original documents and all previous addenda (if any) and is appended thereto. **This Addendum consists of ten (10) pages.**

Bidder is to acknowledge receipt of this Addendum No. 1, including all attachments (if any) in its Bid by so indicating on RFP Attachment B – General Declarations. Bids submitted without acknowledgment of receipt of this addendum may be considered nonconforming.

The following forms provided within the RFP document must be included in submitted bids:

- **Attachment B - General Declarations**
- **Attachment D - Prevailing Wage Declaration of Compliance**
- **Attachment E - Living Wage Declaration of Compliance**
- **Attachment G - Vendor Conflict of Interest Disclosure Form**
- **Attachment H - Non-Discrimination 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.

I. CORRECTIONS/ADDITIONS/DELETIONS

Changes to the Bid document as 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.

<u>Section/Page(s)</u>	<u>Change</u>
RFP-COVER, 3, 5, 8	<u>Change</u> Updated schedule (shown below) to reflect additional time needed to complete NDAs and review project plans and specifications. Postponed bid due date by three (3) weeks.

P. SCHEDULE

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Pre-proposal meeting/walk-through	February 19 January 29, 2026, 10:00 AM
Written Question Deadline Addenda Published (if needed)	March 5 February 5, 2026, 5:00 PM On or before March 11 February 18, 2026
Proposal Due Date	March 19 February 26, 2026, 2:00 PM (Local Time)
Tentative Interviews (if needed)	April March 2026
Selection/Negotiations	May April 2026
Expected City Council Authorizations	June 2026
Notice to Proceed, construction	July 1, 2026

The above schedule is for information purposes only and is subject to change at the City's discretion.

Attachment J

Replace

The NDA in the original RFP shall be replaced with the NDA attached to this Addendum. If an NDA was previously signed and submitted, please submit the new form, signed.

**CONFIDENTIAL INFRASTRUCTURE INFORMATION
NON-DISCLOSURE AGREEMENT**

Individual Receiving Party:

Name: _____
Mailing Address: _____
Email Address: _____
Telephone Number: _____

OR

Company Receiving Party:

Full Company Name: _____
State of Organization: _____
Contact Person: _____
Mailing Address: _____
Email Address: _____
Telephone Number: _____

The individual or company specified above (“**Receiving Party**”), and the City of Ann Arbor (“**City**”), a municipal corporation organized and existing under the laws of the state of Michigan and located at 301 E. Huron Street, Ann Arbor, 48104 (the City, a “**Disclosing Party**”), (Receiving Party and Disclosing Party are collectively the “**Parties**”), enter into this Non-Disclosure Agreement (“**Agreement**”) as of _____, 2026 (“**Effective Date**”).

Whereas, the Disclosing Party has certain Confidential Information related to its Barton Dam Security Improvements Project RFP 26-08 infrastructure (“**Confidential Infrastructure**”);

Whereas, the Receiving Party requires the Confidential Information for bidding and proposal preparation (“**Purpose**”);

Whereas, the Receiving Party represents and warrants that it requests such Confidential Information for the legitimate Purpose defined above and pursuant to this Agreement;

Whereas, the Disclosing Party may provide, at its discretion, information to the Receiving Party related to Disclosing Party’s Confidential Infrastructure.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, agreements, and covenants made herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Confidential Information. The term “**Confidential Information**” means all information disclosed by the Disclosing Party (either directly or indirectly) in writing,

orally, or by drawings or inspection of City premises, parts, equipment, or other City property concerning the Confidential Infrastructure. Confidential Information shall include, but is not limited to, all analyses, compilations, forecasts, studies, models, "base cases", plans, procedures, calculations, reports or other documents prepared by the Disclosing Party that may contain or reflect such information. Confidential Information specifically includes: bid documents including RFP 26-08 plans and specifications and all contents contained therein.

2. Disclosure and Use of Confidential Information.

2.1 The Receiving Party shall use the Confidential Information solely for the Purpose described herein. The Receiving Party shall not make any other use, in whole or in part, of any such Confidential Information without the prior written consent of the Disclosing Party.

The Receiving Party agrees that, in complying with its confidentiality obligations under this Agreement, it shall exercise the same care used to protect its own confidential information, but no less than reasonable care, to prevent the disclosure and to protect the confidentiality of the Confidential Information.

2.2 If the Receiving Party is an individual, the Receiving Party shall not disclose any Confidential Information to any person or entity without the Disclosing Party's prior written consent in each instance.

If the Receiving Party is a company, the Receiving Party may disclose Confidential Information to the Receiving Party's directors, officers, employees, assignees, or appointees (collectively, "**Representatives**") who: 1) have a need to know and to obtain access thereto for the Purpose outlined above; and 2) agree to be bound by this Agreement by completing and executing a copy of the Acknowledgement attached as Exhibit A. Receiving Party shall provide a fully-executed copy of such Acknowledgement to the Disclosing Party prior to disclosure to the affected Representative. The Receiving Party agrees to take all reasonable steps to cause its Representatives to comply with the terms of this Agreement and to be responsible for any breach of this Agreement by any Representatives.

2.3 The Receiving Party shall keep all Confidential Information strictly confidential, and it shall not, without the Disclosing Party's prior written consent in each instance, disclose Confidential Information or any reports, work product or other documents containing any Confidential Information, to any third party, firm, corporation, or entity.

The Receiving Party may only create copies of files or documents, electronic or otherwise, containing Confidential Information with the Disclosing Party's written consent in each instance.

- 2.4 Except as may be required by applicable law, without the prior written consent of the respective Disclosing Party, the Receiving Party shall not: (a) confirm or deny any statement made by a third party regarding Confidential Information; (b) disclose to any person the fact that Confidential Information has been made available to it; (c) confirm that any investigations, discussions or negotiations are taking place; or (d) disclose any of the terms or conditions with respect to the same. If any such actions are required by applicable law, the Receiving Party shall comply with the requirements of **Section 3** below.
- 2.5 All provisions in this **Section 2** apply to Confidential Information as the Disclosing Party provides it, regardless of whether the date of disclosure precedes or follows the Effective Date of this Agreement.
- 2.6 Disclosing Party authorizes the following individual to give written consents pursuant to this Agreement: Glen Wiczorek, PE – Senior Utilities Engineer, City of Ann Arbor Water Treatment Plant or Paul Malocha, PE – Project Manager, Stantec Consulting.
- 2.7 The Receiving Party shall secure, at its sole cost, any and all licenses, authorizations or other intellectual property rights necessary for the sharing of Confidential Information in the format authorized by the Disclosing Party.

3. **Required Disclosure**. In the event that the Receiving Party is requested or required by depositions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar process (i) to disclose any Confidential Information, (ii) to disclose any discussions pertaining thereto, or (iii) to take any other action described in **Section 2.4** above, the Receiving Party shall provide to the Disclosing Party prompt written notice of such request(s) and shall use reasonable efforts to resist disclosure until an appropriate protective order may be sought. If, in the absence of a protective order, Receiving Party is nonetheless, in the written opinion of its counsel, legally required to disclose Confidential Information received pursuant to this Agreement, then, in such event Receiving Party may disclose such information after the Receiving Party gives the Disclosing Party written notice of the proposed disclosure and reasonable opportunity (of no less than ten business days) to review the proposed disclosure. Unless otherwise agreed to by the Disclosing Party, the Receiving Party shall include a copy of this Agreement along with the Confidential Information it produces or discloses pursuant to this Section. Confidential Information disclosed in accordance with this Section shall remain Confidential Information for all other purposes.
4. **Return of Documents and Destruction of Electronically Stored Information**. Disclosing Party may elect at any time to terminate further use of or access to the Confidential Information. In such case, the Receiving Party shall return any and all Confidential Information upon the Disclosing Party's written request, including all hardcopy originals, copies, translations, notes, reports, schematics, flowcharts, e-mails, tape recordings, or any other form of said material, without retaining any

copy or duplicate supplement thereof, and Receiving Party shall promptly destroy any and all written, printed or other material or information derived from the Confidential Information. The Receiving Party shall provide attested certification from an authorized representative confirming such return and destruction.

5. Nature of Information; Injunctive Relief. The Parties agrees that any breach of this Agreement by Receiving Party or Representatives would cause irreparable damage to Disclosing Party for which money damages would be insufficient to remedy. The Disclosing Party shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement. The existence of any claim or cause of action, which either party may have against the other, shall not constitute a defense or bar to the enforcement of any of the provisions of this Agreement. The Parties agree that nothing in this Agreement shall be construed as restricting the Disclosing Party's right to restrain use or dissemination of the Confidential Information in accordance with applicable federal, state, or local law and regulation or at common law.
6. Governing Law. The validity and interpretation of this Agreement and the legal relations of the Receiving Party and the Disclosing Party to it will be governed by the laws of the State of Michigan, excluding its conflict of laws principles. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.
7. No Other Agreement. The Receiving Party expressly understands that this Agreement is not any form of a letter of intent or agreement to enter into any type of future transaction. This Agreement is to evidence the Receiving Party's agreement to maintain the confidentiality of the Confidential Information, and the Agreement does not constitute any commitment or obligation on the part of either Party to enter into any other contractual arrangement of any nature whatsoever.
8. No Representation or Warranties. With respect to any information, which the Disclosing Party furnishes or otherwise discloses to the Receiving Party, the Receiving Party understands and agrees that Disclosing Party does not make any representations or warranties as to the accuracy, completeness or fitness of such information for a particular purpose thereof. The Receiving Party shall disclose any errors discovered in the Confidential Information to the Disclosing Party as soon as practicable. The Parties shall not construe this Agreement, nor the disclosure of Confidential Information hereunder, in any way as granting any license or rights to any information or data now or hereafter owned or controlled by Disclosing Party

to Receiving Party and all such Confidential Information will remain the property of Disclosing Party.

9. **Right to Execute.** The Representative signing below represents and warrants that he/she has all right and duly delegated authority to bind the Receiving Party to the terms and conditions set forth in this Agreement.
10. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by either of the Parties hereto without the prior written consent of the other Party, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and permitted assignees.
11. **Audit.** The Disclosing Party may reasonably audit the Receiving Party's compliance with this Agreement.
12. **No Waiver.** No failure or delay by either Disclosing Party or Receiving Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.
13. **Survival.** This Agreement survives in perpetuity and the performance, termination or expiration of any other obligations or agreements between the Disclosing Party and Receiving Party will not affect this Agreement.
14. **Adequacy of Consideration.** The Parties agree that the consideration given by the other pursuant to this Agreement is adequate and sufficient to make their respective obligations under this Agreement final and binding.
15. **Notices.** Any notice required or permitted under this Agreement must be in writing and must be delivered in person, or by any nationally recognized overnight delivery service or by U.S. certified mail, return receipt requested, to the respective addresses of the Parties, or such other addresses of which a party gives the other party written notice in accordance with this Section.

Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If notice is sent to the Receiving Party, it shall be addressed and sent to:

[REDACTED]

If notice is sent to the Disclosing Party, it shall be addressed and sent:

City of Ann Arbor
Jordan Roberts, Public Services Area Administrator
(title of administering service area administrator)
301 East Huron Street
Ann Arbor, Michigan 48107

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48107

16. Severability. If any part, term or provision of this Agreement is held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of this Agreement shall not be affected thereby.
17. Entire Agreement. This agreement contains the entire agreement between the Disclosing Party and Receiving Party concerning the subject matter hereof, and it supersedes all prior discussions and agreements with respect to the subject matter hereof, and no modifications of this Agreement or waiver of the terms and conditions hereof will be binding, unless approved in writing by the Disclosing Party and the Receiving Party. E-mail is expressly excluded as a form of amendment.
18. Singular, Plural, and Gender. Where the context herein requires, the singular shall include the plural, the masculine gender shall include the feminine and neuter genders, and vice versa.
19. Electronic Signatures. The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

(Signatures on following page)

CITY

[RECEIVING PARTY NAME]

By: _____
Milton Dohoney Jr., City Administrator

DATE: _____

Approved as to substance:

Jordan Roberts, Public Services
Area Administrator

Approved as to form:

Atleen Kaur, City Attorney

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
REPRESENTATIVE ACKNOWLEDGEMENT

Agreement to Be Bound by the Attached Non-Disclosure Agreement

The undersigned individual ("Representative") represents, warrants, and agrees that:

Representative Name:

Position:

Work Address & Phone Number:

Representative's Signature

DATE