

ADDENDUM No. 2

RFP No. 25-18

WTP Lime Residual Removal Contract No. 2 – Dredging and Hauling

Due: May 14, 2025 by 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 is eleven (11) pages, including attachments.**

The Bidder is to acknowledge receipt of this Addendum No. 2, including all attachments in its Bid by so indicating in the bid that the addendum has been received. Bids submitted without acknowledgement of receipt of this addendum may be considered non-conforming.

The following forms provided within the RFP document should be included in submitted Bid:

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

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

I. CORRECTIONS/ADDITIONS/DELETIONS

Changes to the RFP document which are outlined below are referenced to a page or Section in which they appear conspicuously. Offerors are 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.

Section/Sheet	Change
None	None

II. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the RFP. Respondents 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 the City modify Section 1 Subsection V of the General Information Section of the Bid Package to include the following language regarding Liquidated Damages?**

“V. Liquidated Damages shall not be imposed if the delay in, or impossibility of performance on the contract, is the result of, or occasioned by a Force Majeure event, or other Circumstance beyond the control of the Contractor.”

Answer 1: The City will not entertain changes to its Construction Agreement. Item 3 in Section 14 of the General Conditions covers unforeseen conditions beyond the control of the Contractor.

Question 2: **Contractor requests that Article III Section (C) be amended to include the following language:**

"...(C) Liquidated Damages shall not be assessed when the delay in or impossibility of performance is the result or, or occasioned by a Force Majeure Event, or Circumstance beyond the control of the Contractor."

Answer 2: The City will not entertain changes to its Construction Agreement. Item 3 in Section 14 of the General Conditions covers unforeseen conditions beyond the control of the Contractor.

Question 3: **Contractor requests the addition of Article III Section (D) to the form contract agreement:**

“(D) Relief for Force Majeure/Uncontrollable Circumstances; Change in Law Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party’s personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); riot, insurrection; equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party’s reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this

Contract. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or interpretation thereof. Contractor shall be entitled to additional time and compensation if such event delays performance into a season different from that assumed when this Contract was executed. Contractor and City shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances. " in or impossibility of performance is the result or, or occasioned by a Force Majeure Event, or Circumstance beyond the control of the Contractor."

Answer 3: The City will not entertain changes to its Construction Agreement. Item 3 in Section 14 of the General Conditions covers unforeseen conditions beyond the control of the Contractor.

Question 4: **Our Commercial General Liability coverage does not include Pollution coverage; however, we have a separate policy for Contractors' Pollution & Professional Liability coverage that together meet all the coverage limits requested. Will this be acceptable to the owner?**

Answer 4: Contractors may use multiple policies as long as the contract requirements are met. Documentation of all applicable policies will need to be submitted after the intent to award the contract is issued, and must be in compliance before an agreement can be executed.

Question 5: **Beside the one hydrant on the SW corner of the staging area, are there any more hydrants available for water? We may need 700-800 gpm.**

Answer 5: That hydrant and others adjacent to the site were recorded as having 5,000 gpm available at 20 psi, and the typical operating pressure is 56 psi.

Question 6: **Will the City agree to a quarterly Fuel Surcharge Adjustment as published by the U.S. Department of Transportation, Division of Highways, Office of Energy Programs for the geographic region where the work is being performed (MI- All Urban Areas)?**

Answer 6: No.

Question 7: **In the specs they called out two blackout periods during morning and afternoon around the school. In the pre bid meeting they just warned of the heavy traffic. Are we allowed to truck during those two periods?**

Answer 7: The intent of the specifications is to avoid having trucks trying to navigate school drop-off and pick-up, which results in heavy traffic congestion and numerous pedestrians. The timing of the drop-off and pick-up periods listed in the specifications is not exact. If the Contractor has observed traffic patterns and established that traffic congestion abates by a certain time of day, they may propose trucking during the listed time periods

Question 8: **In the pre-bid meeting it was stated the city would provide the dumpster for street sweeping residuals, the specs state it's the contractors responsibility. Please clarify**

Answer 8: The City will provide a location for the dumpster to be kept onsite, and the Contractor will be responsible for providing the dumpster.

Question 9: **Could you also please provide us with the determination(s) or at least the General Decision number(s) that we should use for this project. They are required by law to at least provide the determination number(s) to be used for the project and we can't see where any were given.**

Answer 9: The general decision number for this project is MI20250074. See the attachment to this addendum.

Question 10: **Does the city have a permit for lime land application or beneficial reuse?**

Answer 10: No, the City currently landfills their pressed residuals.

Question 11: **Is the slurry line that is being put in by the city 8-inch HDPE DR17?**

Answer 11: No, the existing pipeline is ductile iron pipe.

Question 12: **What kind of ends will the slurry line have? Will it be Gheen fittings, 8 inch bolt flanges, or something else?**

Answer 12: The pipe ends will have flanged connections, ANSI B16.1 Class 125. The Contractor may add any specialized fittings to the ends of the pipeline for its operations and replace the blind flange after the work is complete.

Question 13: **In the "Alternate No. 1 – Residual Removal, Dewatering, Hauling and Disposal, greater than 10,000 Dry Tons" section of the RFP Pg.BF-44, there is no stated amount of additional dry tonnage to be removed. Could you please define how much additional yardage the city may want taken out? Or is this as much as it can be done by the contractor?**

Answer 13: The intent of the alternate is to receive a unit price for additional tonnage above the contract amount. If the contract schedule and budget permits, the City will issue a change order for the Contractor to continue to remove residuals from the lagoon. The quantity will be determined at that time based on available project schedule and budget and how much the Contractor estimates they can remove within the remaining contract period.

"General Decision Number: MI20250074 01/03/2025

Superseded General Decision Number: MI20240074

State: Michigan

Construction Type: Heavy

County: Washtenaw County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/03/2025

CARP0687-006 06/01/2023

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 38.48	30.22

ELEC0252-009 06/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 53.55	27.25%+14.50

ENGI0325-019 09/01/2024

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 43.48	25.25
GROUP 2.....	\$ 38.75	25.25
GROUP 3.....	\$ 38.02	25.25
GROUP 4.....	\$ 37.45	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

ENGI0326-008 06/01/2024

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 49.54	25.35
GROUP 2.....	\$ 48.04	25.35
GROUP 3.....	\$ 46.54	25.35
GROUP 4.....	\$ 46.24	25.35
GROUP 5.....	\$ 45.42	25.35
GROUP 6.....	\$ 44.56	25.35
GROUP 7.....	\$ 43.59	25.35
GROUP 8.....	\$ 41.88	25.35
GROUP 9.....	\$ 31.79	25.35

FOOTNOTES: Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom & jib or leads 400' or longer

GROUP 2: Crane with boom & jib or leads 300' or longer

GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator, Bobcat/Skid Loader, Boring Machine, Broom/Sweeper, Bulldozer, Grader/Blade, Loader, Roller, Scraper, Tractor, Trencher

GROUP 8: Forklift

GROUP 9: Oiler

IRON0025-006 06/01/2024

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 33.43	37.15
Structural.....	\$ 35.55	35.83

LAB00334-009 06/01/2024

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 28.60	11.60
GROUP 2.....	\$ 26.34	11.60

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer and skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LAB00334-018 09/01/2022

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 25.20	12.95
(2) Mason Tender- Cement/Concrete.....	\$ 22.11	12.95
(4) Grade Checker.....	\$ 25.50	12.95
(5) Pipelayer.....	\$ 22.90	12.75

(524.20) Pipelayer.....	\$ 25.65	12.95
(7) Landscape.....	\$ 19.59	12.95

LAB00499-020 08/01/2024

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 36.16	14.95
GROUP 2.....	\$ 36.38	14.95
GROUP 3.....	\$ 36.71	14.95

LABORER CLASSIFICATIONS

GROUP 1: Common or General; Grade Checker

GROUP 2: Mason Tender - Cement/Concrete

GROUP 3: Pipelayer

PAIN0022-005 07/01/2008

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.06	14.75
Spray.....	\$ 25.86	14.75

PLAS0514-002 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.23	22.11

PLUM0190-010 06/01/2021

	Rates	Fringes
PLUMBER.....	\$ 44.31	23.70

TEAM0007-006 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
Dump Truck under 8 cu.		
yds.; Tractor Haul Truck....	\$ 32.40	.75 + a+b
Dump Truck, 8 cu. yds. and		
over.....	\$ 32.50	.75 + a+b
Lowboy/Semi-Trailer Truck...	\$ 32.65	.75+ a+b

FOOTNOTE:

a. \$470.70 per week.

b. \$68.70 daily.

SUMI2010-072 11/09/2010

	Rates	Fringes
TRUCK DRIVER: Off the Road		
Truck.....	\$ 20.82	3.69

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for

those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests

for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"