

ADDENDUM No. 1

ITB No. 4358

Gallup Park Picnic Shelter Replacement

Due: Thursday, December 4, 2014 by 10:30 a.m.

The following changes, additions, and/or deletions shall be made to the Invitation to Bid for Gallup Park Picnic Shelter Replacement, ITB No. 4358, on which proposals will be received on/or before Thursday, December 4, 2014, by 10:30 A.M.

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes 2 pages and 1 drawing.**

Bidder is to acknowledge receipt of this Addendum No. 1, including all attachments in its Bid by so indicating on page ITB 1 of the Invitation to Bid Form. Bids submitted without acknowledgement of receipt of this addendum will be considered nonconforming.

QUESTIONS AND CLARIFICATIONS

The following questions and requests for clarification have been received by the City. Responses are being provided in accordance with the terms of the ITB.

1. Movable picnic tables and trash barrels located at the picnic shelter will be relocated by park staff.
2. Information about the vehicular bridge weight load is attached as a separate sheet.
3. Soil borings will be required.
4. The electrical cut out is to be eliminated from the bid as there is no electrical on site.
5. Erosion control and building permits are required, but not formal site plan review. This includes showing extent of disturbance, silt fence, and submission of engineered drawings. The permits may be downloaded at <http://www.a2gov.org/departments/planning-development/building/Pages/ConstructionPermits.aspx>
6. Contractor shall comply with City Code as pertains to wage rates as outlined in the Invitation to Bid. The section from City Code concerning prevailing wage rates is as follows:

⁴Notwithstanding any other provision in this Code, the city shall not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision. Where the contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that

any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with [section 1:319](#) of [Chapter 14](#) of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to [Chapter 23](#) of Title I of the Code of the City of Ann Arbor.

It is the policy of the City of Ann Arbor that all vendors of goods and services to the City of Ann Arbor by contract shall as a condition of providing goods and services, adhere to all applicable federal, state and local laws, ordinances and regulations, prohibiting discrimination in regards to vendors employees and applicants for employment.’

7. After the project is approved by City Council (anticipated the week of January 21), and contracts are executed, the contractor shall have until June 30, 2015 to fully complete the project. The desire is for this project is to have construction occur within the shortest amount of time feasible so as not to disrupt park activities. If the project is not fully completed by June 30, 2015, liquidated damages in the amount of \$250.00 per day will be imposed.
8. Recognizing that there is limited access to the project site and that the existing condition of the paths is not pristine, the contractor shall still make every effort to minimize additional damage to the paths. Excessive damage will necessitate repairs. It is advised that the contractor photograph or video the paths prior to the start of work to compare condition prior to construction.
9. Tongue and groove wood underlayment shall be included as an alternate, wood shall be sealed but not stained.
10. The linear lattice shall be included as an alternate.
11. The following picnic shelter brands/models have been pre-approved as alternates:
 - a. RCP Shelters, Model AS-EH3551-2T-05
 - b. Ultrashelter, Model Custom Gallup
 - c. Icon Shelter Systems, Model SX35X51M2C-PSContractors are still welcome to submit other brands/models as an alternate, but acceptance will be subject to staff approval.

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