

ADDENDUM No. 1

ITB No. 4430

Demolition, Clean up and Restoration at 3013 Huron River Drive

Due: Thursday, April 14, 2016 at 10:00 a.m.

The following changes, additions, and/or deletions shall be made to the Invitation to Bid for Demolition, Cleanup and Restoration at 3013 Huron River Drive, ITB No. 4430, on which proposals will be received on/or before Thursday, April 14, 2016, by 10:00 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 4 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.

The following forms provided within the ITB Document and this Addendum 1 must be included in submitted bids at bid opening.

- **City of Ann Arbor Prevailing Wage Declaration of Compliance**
- **City of Ann Arbor Living Wage Ordinance Declaration of Compliance (updated herein)**
- **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.

I. CORRECTIONS/ADDITIONS/DELETIONS

Changes to the Bid documents 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.

<u>ITEM</u>	<u>Section/Page(s)</u>	<u>Change</u>
	Schedule of Prices BF-1, Item #13	Change the unit for soil removal from approximately 100 Cubic Yards to approximately 120 Tons
	Appendix III	City of Ann Arbor Living Wage Ordinance Declaration of Compliance (Form LW-2) and Living Wage Poster (Form LW-1), located in the Appendix, should be replaced with Page 3 and Page 4 of this Addendum. The change reflects an increase in the City of Ann Arbor Living Wage that will be in effect during the period of work under this project.

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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. Respondents are directed to take note in its 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 issue of the Indiana Bat impact timing of tree removal?

Answer #1:

Yes. Many southern counties in the State of Michigan (including Washtenaw County) are within the range of the Indiana bat, a federally-listed endangered species, and the northern long-eared bat, a federally-listed threatened species. During winter, the bats hibernate in caves and abandoned mines in the southern portions of Ohio, Indiana and Kentucky. In their migration during spring, summer and fall; the bats utilize a variety of habitats. Dead or live trees and snags with exfoliating bark, split trunks or branches and cavities can be utilized by the bats along their migration. These trees or branches typically have to be over 8-inches Diameter-at-Breast-Height (DBH) or larger to be utilized by the bats.

Current USFWS policy states that these trees can only be cut down between October 1 and March 31 to avoid impact to the bats.

The contractor may remove debris and demolish the structures on site, as well as perform any other work associated with clean up of the site outside of this time period, but removal of any trees must occur between October 1 and March 31 timeframe.

Question #2:

Can item #13 – Removal, transportation, and disposal of approximately 100 cubic yards of hazardous lead impacted soil and debris be measured by the ton instead of by the cubic yard?

Answer #2:

Yes, 100 cubic yards of lead-impacted soil is equivalent to approximately 120 tons (ex-situ). Change Item #13 to read by the ton instead of by the cubic yard.

Question #3:

Will the trees be clearly marked as to which are to be removed and which to be saved?

Answer #3:

Although the trees were not physically marked in the field at the time of the pre-bid meeting, certain key trees were identified as needing to be removed and/or trees that will need to be protected. It is the contractor's responsibility to determine the means and methods to complete the work. The attached Sheet II depicts the approximate locations of dead trees; however, the contractor is not to limit what is depicted on the drawing to a contract (For example, It is anticipated that approximately 10 trees with an approximate diameter ranging from 3" to 3 feet will need to be removed).

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

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2016 - ENDING APRIL 29, 2017

\$12.93 per hour

If the employer provides health care benefits*

\$14.43 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint Contact:
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

LW-1

I. CLEARING AND GRUBBING AND TREE REMOVAL

A. GENERAL

1. Clearing and Grubbing

a. Unless specifically indicated on the Sheets located in Appendix I, trees and shrubs are not to be removed unless required by the Work and/or with the express permission of the City or its authorized agent. For the purposes of this section, trees shall be considered as those having a trunk diameter of three inches (3") and greater measured at a height of three feet (3') above the ground.

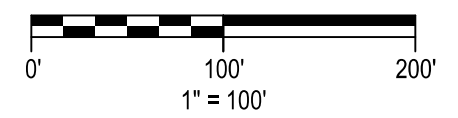
b. Where trees are to be removed, the Contractor shall remove such trees and stumps to a depth of at least one (1) foot below the proposed finish grade. All stumps, logs, branches and debris shall be removed from the site and disposed of by the Contractor. All clearing and grubbing necessary to access the site and complete the Work shall be considered incidental to the Contract

c. Clearing and grubbing shall consist of removing all debris, large stones, dead and fallen trees, and sticks objectionable material from within the Work areas, or other areas that may be indicated on the sheets which interferes with the work.

d. All vegetation such as weeds, grass, shrubbery, roots, and stumps and debris such as broken concrete and trash shall be removed. Trees, shrubbery, lawns, and other vegetation adjacent to the work that is not to be removed and shall be protected from injury or damage resulting from Contractor's operations.

2. Disposal

a. Materials resulting from clearing and grubbing operations and that are not to be salvaged or otherwise used shall be disposed of outside the Work limits at an appropriate site and at the expense of Contractor.

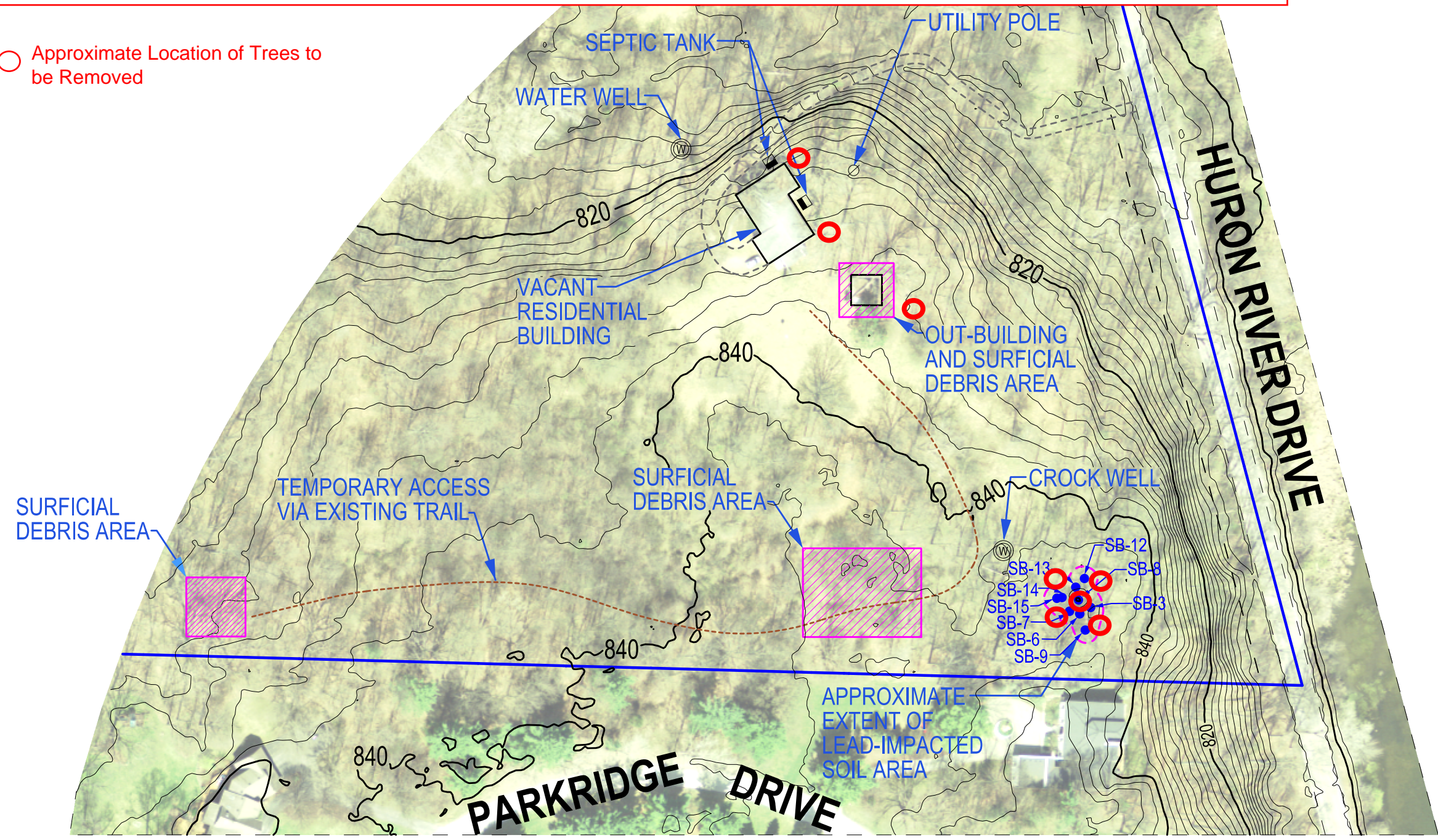


CONTOUR INTERVAL = 2 FEET

LEGEND

- UTILITY POLE
- SUMP TANK
- WELL
- SURFICIAL DEBRIS AREA
- APPROXIMATE EXTENT OF LEAD-IMPACTED SOIL AREA
- PROPERTY LINE
- GRAVEL DRIVE
- EXISTING CONTOURS
- EXISTING TRAIL
- SOIL BORINGS THAT EXCEED PART 201 GENERIC RESIDENTIAL DIRECT CONTACT CRITERIA FOR LEAD.

Approximate Location of Trees to be Removed



10/7/2014 9:28:43 AM W:\Projects\Projects A-E\ANNA0028\CAD\ANNA0028_Ex_Conditions_2.dgn

Mannik Smith GROUP
 TECHNICAL SKILL. CREATIVE SPIRIT.
 www.MannikSmithGroup.com

SHEET 2

EXISTING CONDITIONS

Brokaw Property
 3013 West Huron River Dr.
 Washtenaw County, Michigan

DATE 10/7/2014	DRAWN BY CJB	DESIGNED BY REM	PROJECT NO. ANNA0028
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