

ADDENDUM No. 1

ITB No. 4523

2018 SIDEWALK LEVELING PROJECT

Due: Friday, February 2, 2018 by 2:00 pm (local time)

The following changes, additions, and/or deletions shall be made to the Invitation to Bid for 2018 Sidewalk Leveling Project ITB No. 4523, on which proposals will be received on/or before Friday, February 2, 2018 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 5 pages.**

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 may be considered nonconforming.

The following forms provided within the ITB Document 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
- 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.

Section/Page(s)	Change
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BF-1 GC-12	The Bid Form changed to include item #284 Certified Payroll. Replace Section 29 –Surety Bonds with the following:
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Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the City Attorney.

DS 6-DS 7	The “Detailed Specification for Certified Payroll” shall be added.
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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: [Would the City] be interested in entertaining a bid for polyurethane foam jacking in place?

Answer 1: The City would entertain a bid for polyurethane foam jacking in place, or any other material and method. The materials, methods, and costs will be compared and reviewed as any other bid coming into the City. Use Bid Form, Section 2 – Material and Equipment Alternates to submit the bid.

Respondents 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: **2018 Sidewalk Leveling Project**

File: **2018-021 ITB No.:4523**

<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
270 Sidewalk Leveling	Each	1,250	\$_____	\$_____
284 Certified Payroll	L.S.	1	\$_____	\$_____

ESTIMATED TOTAL **\$_____**

**DETAILED SPECIFICATION
FOR
ITEM #284 – CERTIFIED PAYROLL COMPLIANCE AND REPORTING**

DESCRIPTION

This specification covers all administrative requirements, payroll reporting procedures to be followed by Contractors performing work on City-sponsored public improvements projects, and all other miscellaneous and incidental costs associated with complying with the applicable sections of the City of Ann Arbor Code of Ordinances with regard to payment of prevailing wages and its Prevailing Wage Compliance policy.

This specification is not intended to include the actual labor costs associated with the payment of prevailing wages as required. Those costs should be properly incorporated in all other items of work bid.

GENERAL

The Contractor is expected to comply with all applicable sections of Federal and State prevailing wage laws, duly promulgated regulations, the City of Ann Arbor Code of Ordinances, and its Prevailing Wage Compliance Policy as defined within the contract documents. The Contractor shall provide the required certified payrolls, city-required declarations, and reports requested elsewhere in the contract documents within the timeline(s) stipulated therein.

The Contractor shall also provide corrected copies of any submitted documents that are found to contain errors, omissions, inconsistencies, or other defects that render the report invalid. The corrected copies shall be provided when requested by the Supervising Professional.

The Contractor shall also attend any required meetings as needed to fully discuss and ensure compliance with the contract requirements regarding prevailing wage compliance. The Contractor shall require all employees engaged in on-site work to participate in, provide the requested information to the extent practicable, and cooperate in the interview process. The City of Ann Arbor will provide the needed language interpreters in order to perform wage rate interviews or other field investigations as needed.

Certified Payrolls may be submitted on City-provided forms or forms used by the Contractor, as long as the Contractor's forms contain all required payroll information. If the Contractor elects to provide their own forms, the forms shall be approved by the Supervising Professional prior to the beginning of on-site work.

UNBALANCED BIDDING

The City of Ann Arbor will examine the submitted cost for this item of work prior to contract award. If the City determines, in its sole discretion, that the costs bid by the Contractor for complying with the contract requirements are not reasonable, accurately reported, or may contain discrepancies, the City reserves the right to request additional documentation that fully supports and justifies the price as bid. Should the submitted information not be determined to be reasonable or justify the costs, the City reserves the right to pursue award of the contract to the second low bidder without penalty or prejudice to any other remedies that it may have or may elect to exercise with respect to the original low-bidder.

The Contract Completion date will not be extended as a result of the City's investigation of the as-bid amount for this item of work, even if the anticipated contract award date must be adjusted. The only exception will be if the Contractor adequately demonstrates that their costs were appropriate and justifiable. If so, the City will adjust the contract completion date by the number of calendar days commensurate with the length of the investigation, if the published Notice to Proceed date of the work cannot be met. The contract unit prices for all other items of work will not be adjusted regardless of an adjustment of the contract completion date being made.

MEASUREMENT AND PAYMENT

The completed work as measured for this item of work will be paid for at the Contract Unit Price for the following Contract (Pay) Item:

PAY ITEM

PAY UNIT

Certified Payroll Compliance and Reporting

Lump Sum

The unit price for this item of work shall include all supervisory, accounting, administrative, and equipment costs needed to monitor and perform all work related to maintaining compliance with the tasks specified in this Detailed Specification, the City of Ann Arbor Code of Ordinances, its Prevailing Wage Compliance policy and the applicable Federal and State laws.

Payment for this work will be made with each progress payment, on a pro-rata basis, based on the percentage of construction completed. When all of the work of this contract has been completed, the measurement of this item shall be 1.0 times the Lump Sum bid amount. This amount will not be increased for any reason, including extensions of time, extra work, and/or adjustments to existing items of work.