

ADDENDUM No. 1

ITB No.4676

2021 Annual Sidewalk Leveling Project

Bids Due: April 27, 2021 at 10:00AM (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 eight (8) pages.**

Bidder is to acknowledge receipt of this Addendum No. 1, including all attachments (if any) in its Bid by so indicating on page ITB-1 of the Invitation to Bid Form. Bids submitted without acknowledgment of receipt of this addendum may be considered nonconforming.

The following forms provided within the ITB document should be included in submitted bids:

- 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 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 Bid document 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>Section/Page(s)</u>	<u>Change</u>
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C1-C4	As provided in ITB No. 4676 Bid Document: Sample Contract as Page C-1 thru C-4
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	As updated herein: Sample Contract as Page C-2
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Comment: The intent with this change is to simply and (D) “The Contract Time specified above is referred to as a one-year period or term. This Contract shall also include an option to extend the contract for up to two (2) additional one-year periods, subject to agreement by the City and the Contractor. An extension of the Contract will be at the same terms and conditions, including the same unit prices, in the original Contract. An extension will be dependent on the availability of funding” under Article III provided herein.

Also included is the PreBid Agenda, the PreBid Sign-in Sheet And any questions and Answers asked by April 21 Noon.

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. Bidders 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.

No questions were asked.

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

SAMPLE STANDARD CONTRACT

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to the City of Ann Arbor such as the following:

Administrative Use Only
Contract Date: _____

CONTRACT

THIS CONTRACT is between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and _____ ("Contractor")

(An individual/partnership/corporation, include state of incorporation) (Address)

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled **2021 Annual Sidewalk Leveling Project; ITB No. 4676** accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, all of which are incorporated as part of this Contract:

Non-discrimination and Living Wage Declaration of Compliance Forms (if applicable)	General Conditions
Vendor Conflict of Interest Form	Standard Specifications
Prevailing Wage Declaration of Compliance Form (if applicable)	Detailed Specifications
Bid Forms	Plans
Contract and Exhibits	Addenda
Bonds	

ARTICLE II - Definitions

Administering Service Area/Unit means **Engineering in Public Services Area**

Project means **2021 Annual Sidewalk Leveling Project; ITB No. 4676**

Supervising Professional means the person acting under the authorization of the manager of the Administering Service Area/Unit. At the time this Contract is executed, the Supervising Professional is: **Jane K Allen, P.E.** whose job title is **Project Manager, Civil Engineer IV.** If there is any question concerning who the Supervising Professional is, Contractor shall confirm with the manager of the Administering Service Area/Unit.

Contractor's Representative means _____ **[Insert name]** whose job title is _____
_____ **[Insert job title]**.

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed by **November 15, 2021**.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$_____ for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

- (D) The Contract Time specified above is referred to as a one-year period or term. This Contract shall also include an option to extend the contract for up to two (2) additional one-year periods, subject to agreement by the City and the Contractor. An extension of the Contract will be at the same terms and conditions, including the same unit prices, in the original Contract. An extension will be dependent on the availability of funding.

ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Form for the estimated bid total of:

_____ Dollars (\$_____)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted any portion of any right or obligation under this contract without the written consent of the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications,

indemnifications, promises and performances, however described, as are required of it under this contract unless specifically released from the requirement, in writing, by the City.

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this Contract, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

Whenever possible, each provision of the Contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the Contract.

ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a Contract of employment but is a Contract to accomplish a specific result. Contractor is an independent Contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any Contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this Contract.

ARTICLE VIII - Notice

All notices given under this Contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the Contract Documents or other address the Contractor may specify in writing. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; or (2) three days after mailing certified U.S. mail.

ARTICLE IX - Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this Contract, by the Contractor or anyone acting on the Contractor's behalf under this Contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. The provisions of this Article shall survive the expiration or earlier termination of this contract for any reason.

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations, negotiations, agreements, or understandings whether written or oral. Neither party has relied on any prior representations in entering into this Contract.

No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Contract, regardless of the other party's failure to object to such form. This Contract shall be binding on and shall inure to the benefit of the parties to this Contract and their permitted successors and permitted assigns and nothing in this Contract, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

ARTICLE XI – Electronic Transactions

The City and Contractor agree that signatures on this Contract may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Contract. This Contract 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.

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
City Administrator

By _____
Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**Pre-Bid Meeting for the
2021 Annual Sidewalk Leveling Project**

April 16, 2021 1:00 p.m. in TEAMS meeting and Phone Conference ID: 162 222 722#

- I. Introductions

- II. Addendum Items
 - a. Addendum #1 – will include the following:
 - i. Pre-Bid minutes, including Sign-in Sheet
 - ii. New Contract Sample, including two one-year terms contract extensions

- III. General
 - a. Project Overview
 - i. All Areas 2021 at www.a2hgov.org/sidewalks
 - ii. Miscellaneous Requests

Contact Information:

Jane Allen
Project Manager
Phone: (734) 794-6410 ext. 43678
E-mail: jallen2@a2gov.org

PRE-BID CONFERENCE SIGN-IN SHEET

2021 Annual Sidewalk Leveling Project Bid# 4676 FILE #: 2021-021 DATE: April 16, 2021 1:00pm

PLEASE PRINT (All information needs to be filled in to receive meeting minutes)

NAME	REPRESENTING	MAILING ADDRESS		TELEPHONE			EMAIL
				Direct:	Mobile:	Fax:	
Jane K. Allen	City of Ann Arbor - Engineering	Address: 301 E Huron St		Direct:	(734) 794-6410 x43678	jallen2@a2gov.org	
		City, State:	Ann Arbor, MI Zip: 48107	Mobile:	(419) 345-1976		
		Fax:					
Adam Ajam	City of Ann Arbor - Engineering	Address 301 E Huron St		Direct:	(734) 794-6410 X43641	Aajam@a2gov.org	
		City, State	Ann Arbor, MI Zip: 48107	Mobile:	(734) 323-5656		
		Fax:					
Brent Elliot	CLI Concrete Leveling Inc.	Address 1659 Beverly Ave.		Direct:	(734) 564-2925	ElliotCL@aol.com	
		City, State	Ypsilanti, MI Zip: 48198	Mobile:			
		Fax:					
Sherri Brandt	CLI Concrete Leveling Inc.	Address 1659 Beverly Ave		Direct:	(734) 439-3201	clconcrete@yahoo.com	
		City, State	Ypsilanti, MI Zip: 48198	Mobile:	(734)-439-3200		
		Fax:					
		Address		Direct:			
		City, State	Zip:	Mobile:			
		Fax:					
		Address		Direct:			
		City, State	Zip:	Mobile:			
		Fax:					
		Address		Direct:			
		City, State	Zip:	Mobile:			
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		Address		Direct:			
		City, State	Zip:	Mobile:			
		Fax:					
		Address		Direct:			
		City, State	Zip:	Mobile:			
		Fax:					