# ADDENDUM No. 1 ITB No. 4679 2021 Streetlight Replacement and Painting

Due: May 13, 2021 at 10:00 A.M. (local time)

The following changes, additions, and/or deletions shall be made to the Invitation to Bid for the 2021 Streetlight Replacement and Painting project, ITB No. 4679, on which bids will be received on/or before the date and time listed above.

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes nine (9) pages.** 

The 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 non-conforming.

The following forms provided within the ITB Document must be included in submitted proposal:

- City of Ann Arbor Non-Discrimination Declaration of Compliance
- City of Ann Arbor Living Wage Declaration of Compliance
- Vendor Conflict of Interest Disclosure Form
- City of Ann Arbor Prevailing Wage 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. CONTRACT BOOK

- 1. SECTION: 01 00 00 Summary
  - a. Replace in its entirety. Section 1.5, Letter B. has been updated to include information on Maintenance of Lighting. Section 1.6, Letter A. has been updated to include the following dates in the list of downtown closures, during which no work will be permitted: Wednesday, July 14 through Monday, July 19, 2021.
- 2. SECTION: Contract
  - a. Replace page C-2. Article III, Letter (B) has been updated to increase the Time of Completion to two-hundred twenty (220) days. Article III, Letter (C) has been added to require that all work downtown must be completed in calendar year 2021.

#### **II. CLARIFICATIONS**

- 1. City-Furnished Light Poles and Fixtures the City will be providing twenty-one (21) light poles (Type LP1 and LP2) and 10 fixtures (Type SL1) for downtown work (W Liberty St).
- 2. Pre-Bid Meeting notes and sign-in sheet are attached to this Addendum.

#### **III. QUESTIONS AND ANSWERS**

The following Question has been received by the City. A Response is 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 question and City response as it affects work or details in other areas not specifically referenced here.

Question 1: Will anchor bolts be provided with the City-furnished light poles?

Answer 1: The light poles furnished by the City will include anchor bolts, nuts, and washers necessary for the installation. The Contractor will be responsible for all labor and equipment necessary to install City-furnished materials.

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

#### SECTION 01 10 00 - SUMMARY

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Type of the Contract.
  - 3. Use of premises.
  - 4. Work restrictions.
  - 5. Specification Format and Conventions.
- B. Related Sections include the following:
  - None.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: City of Ann Arbor 2021 Streetlight Replacement and Painting
  - 1. Project Locations: Various locations within the downtown and City limits.
    - a. Streetlight replacement
- B. Owner: City of Ann Arbor Public Works Unit, 4251 Stone School Rd, Ann Arbor, MI 48108
  - 1. Owner's Representative: OHM Advisors, 34000 Plymouth Road, Livonia, Michigan 48150
- C. Engineer: OHM Advisors, 34000 Plymouth Road, Livonia, Michigan 48150
  - 1. Construction Manager for this Project is Project's Contractor. In Divisions 01 through 49 Sections, the terms "Construction Manager" and "Contractor" are synonymous.
- D. The Work consists of the following:
  - 1. Removal, replacement, repair, and painting of streetlight components including foundations, bolts, poles, luminaires, and fixtures and other related work.

#### 1.4 TYPE OF CONTRACT

A. Project will be constructed under a single prime contract, under one Division of work.

#### 1.5 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations and equipment/material staging as shown on drawings within easement limits.
  - 2. Downtown Parking Spaces: Coordinate with Republic Parking Systems and the Downtown Development Authority to bag parking meters, and use car parking and bicycle spaces for construction staging.

- a. Limit site disturbance, including earthwork and clearing of vegetation, within the easement limits shown on drawings.
- 3. Maintenance of Lighting: On a city block only half of the light fixtures (i.e., one side of the street) may be impacted at a time. Coordinate streetlight de-energizing with City of Ann Arbor.
- 4. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
- 5. Driveways and Entrances: Keep driveways and entrances within the project limits clear and available to Owner, residents, the public, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  - a. Schedule deliveries to minimize impacts on driveways and entrances.
  - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

#### 1.6 WORK RESTRICTIONS.

- A. On-Site Work Hours: Work shall be generally performed during normal business working hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, except where otherwise indicated.
  - 1. Saturday Work: No work shall be allowed on Saturday without written approval from the City of Ann Arbor.
  - 2. Sunday Work: No work shall be allowed on Sunday without written approval from the City of Ann Arbor.
  - 3. Holiday Work: No work shall occur on Holidays, as defined in the MDOT 2012 Specifications for Construction.
  - 4. Early Morning Hours: No work shall be allowed before 7:00 a.m. without written approval from the City of Ann Arbor.
  - 5. Hours for Utility Shutdowns: Not allowed
  - 6. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others.
  - 7. Coordination with Engineer is required for all City events.
  - 8. Downtown Closures: No work shall be allowed at any time between Wednesday, July 14 through Monday, July 19, 2021.
  - 9. Downtown Closures: Thursday, April 22 Monday, August 30, 2021. Closures will take place each week between 4 p.m. on Thursday and 6 a.m. on Monday. No work shall be allowed between these times at the following locations:
    - a. Main Street from William to Washington;
    - b. West Liberty Street from Ashley to Main;
    - c. East Liberty Street from Main to Fourth and from Maynard to State;
    - d. West Washington Street from Ashley to Main;
    - e. State Street from Washington to William;
    - f. Maynard Street on the east side or northbound portion only from Liberty to William.

#### 1.7 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 49-division format and CSI/CSC's "MasterFormat" numbering system.
  - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

- Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
- Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

Summary 0028-20-0040 01 10 00 - 3 City of Ann Arbor – 2021 Streetlight Replacement and Painting 5/6/2021

Contractor's Representative means [Insert job title].	[Insert name]	whose job	title is
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 within two-hundred twenty (220) consecutive calendar days.
- (C) All work downtown is required to be completed in calendar year 2021.
- (D) 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 \$500 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.

#### **ARTICLE IV - The Contract Sum**

(A)	The City shall pay to the Contractor for the performance of the Contract, the un 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					

(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

# 2021 STREETLIGHT REPLACEMENT AND PAINTING

Pre-Bid Meeting Notes ITB 4679 April 29, 2021 at 9:00 AM Virtual Meeting

# I. Introductions

# II. Addendum Items

- a. Addenda None to date
  - i. Pre-Bid minutes, including sign in sheet.
  - ii. Minor Revisions may be issued in an addendum by next week, if needed.

# III. General

- a. Project Overview
  - i. Replacement of 197 light poles and 45 foundations.
  - ii. Painting of 68 light poles.
  - iii. Additional work includes replacement and reinstallation of luminaires, handholes, and conductors as needed, as well as restoration of impacted areas.
  - iv. Record of existing conditions by visual tape recording is required.
- b. Bid Opening
  - i. May 13, 10:00 AM EST Refer to invitation to bid for information.
- c. Bid Submission Requirements
  - i. Refer to invitation to bid for full list of bid submittal requirements.
  - ii. Bidders should note there is a new City of Ann Arbor requirement included in the Bid Form section of the Contract, "Responsible Contractors Criteria", that must also be completed and submitted with bid package.
- d. Standard Specifications and Detailed Specifications
  - i. Project Schedule
    - Starting Date Estimated start of August 16, 2021
    - Completion Date March 24, 2022 (or 220 days after notice to proceed).
    - All construction activities downtown (West Liberty Street) must be completed in calendar year 2021.
    - There is flexibility of construction completion date for streetlight and associated work outside of downtown. The awarded Bidder shall be responsible for coordinating and gaining approval from the City and Engineer for scheduling work beyond 2021.
    - Hours of work: 7:00 AM to 8:00 PM Monday thru Friday (Saturdays and Sundays with written permission). No work permitted on West Liberty Street between 4:00 PM Thursday and 6:00 AM Monday through August 30<sup>th</sup> nor at any time between Wednesday, July 14<sup>th</sup> through Monday, July 19<sup>th</sup>.
  - ii. Engineer's estimate No Engineer's Estimate Provided.
  - iii. Access to light poles Unless otherwise authorized, Contractor shall confine work activities to road ROW. Contractor shall submit ROW and lane closure permit for each individual lane closure; contractor shall submit lane closure permit 48 hours prior to lane closure. City will waive ROW and lane closure

permit fees. When applicable to work zone, Contractor shall coordinate daily with DDA and Republic Parking Systems to bag parking meters and use car parking and bicycle spaces for construction staging. Contractor is responsible for maintaining access to driveways during construction and notifying businesses when access will be unavailable.

- iv. De-energize streetlights Contractor shall coordinate with City of Ann Arbor
- v. Pedestrian access must be maintained unless otherwise noted. Contractor shall utilize Pedestrian Type II Barricades when necessary, as described in Appendix C.
- e. Special Provisions & Details
  - i. Refer to invitation to bid appendices A-C for special provisions and details.

# IV. Construction

- a. Streetlight Replacement and Painting
  - i. Forty-five foundations proposed to be removed and replaced
  - ii. One hundred and ninety-seven light poles to be removed and replaced, of which twenty-one will be furnished by the City. Note: The City anticipates having these poles in stock by the third week of August.
  - iii. Sixty-eight light poles to be painted
  - iv. Street lighting handholes will be removed and replaced as directed by Engineer
  - v. All impact areas shall be restored as existing; materials include sidewalk, brick pavers, topsoil and seeding, among others
  - vi. Twenty-four fixtures to be removed and replaced, of which ten will be furnished by the City. Note: The City anticipates having these fixtures in stock by the third week of August.
  - vii. One hundred and seventy-six fixtures to be removed, salvaged and reinstalled
  - viii. Orient banner arms on streetlights along West Liberty parallel to roadway
- b. Maintenance of Traffic Contractor shall ensure work activities and potential risks are protected from pedestrian access. Follow MMUTCD Standards.
- c. Maintenance of Lighting On a city block only half of the light fixtures (i.e., one side of the street) may be impacted at a time. Coordinate streetlight de-energizing with City of Ann Arbor.

# V. Other Items

- a. Scope is subject to change to reflect allocated project budget.
- b. Bidders should be aware this is a prevailing wage project. Bidders shall review specifications for relevant requirements.
- c. West Stadium, where painting poles is proposed, is a four-lane road.
- d. A paint schedule is included in the specifications based on the use of Tnemec products, however the City may approve an equivalent system that matches generic type and key coating properties. Other approved manufacturers are Carboline and Sherwin Williams.

#### Contact Information:

Kyle Selter Engineer

Phone: (734) 466-4562

E-mail: Kyle.Selter@ohm-advisors.com

# PREBID MEETING SIGN-IN SHEET

PROJECT: 2021 Streetlight Replacement and Painting

ITB 4679

Date: 4/29/2021

# **PLEASE PRINT**

NAME	REPRESENTING	MAILING ADDRESS	TELEPHONE	EMAIL
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Project Manager		City, State: Ann Arbor, MI Zip: 481	Mobile: (734) 358-2029 Fax No. (734) 761-1200	Christopher.Elenbaas@stantec.com
Kyle Selter	OHM Advisors	Address: 34000 Plymouth Rd	Office: (734) 466-4562	
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Cresson Slotten	OHM Advisors	Address: 34000 Plymouth Rd	Office: (734) 466-4585	
Senior Project Manager		City, State: <u>Livonia, MI</u> Zip: <u>481</u>	Mobile: ( ) Fax No. ( )	cresson.slotten@ohm-advisors.com
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