

ADDENDUM No. 4

RFP No. 980

Interim Operation of Ann Arbor Material Recovery Facility (MRF) and Waste Transfer Station

Due: October 28, 2016 at 2:00 P.M.

The following changes, additions, and/or deletions shall be made to the Request for Proposal for Interim Operation of Ann Arbor Material Recovery Facility (MRF) and Waste Transfer Station RFP No. 980 on which proposals will be received on/or before October 28, 2016 by 2:00 P.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 page(s).**

Offeror is to acknowledge receipt of this Addendum No. 4, including all attachments in its Proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgement of receipt of this addendum will be considered nonconforming.

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

- City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance
- City of Ann Arbor Living Wage Ordinance Declaration of Compliance
- Vendor Conflict of Interest Disclosure Form

Proposals that fail to provide these completed forms listed above upon proposal opening will be deemed non-responsive and will not be considered for award.

I. CORRECTIONS/ADDITIONS/DELETIONS

Changes to the RFP documents or addenda 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

Addendum #3 See specific questions from Addendum #3 and updated answers below.

NOTE: It is the City's intent to replace the answers to these questions as originally provided in Addendum #3 with the answers provided herein.

Question #10: Is there a reason that the MRF and transfer station need to be opened on Saturdays 7:00 a.m. to 11:30 a.m. during non-holiday weeks, especially if only city tons will be accepted? Will the city-operated scalehouse be staffed during this time? If so, for what purpose? If not, what is the necessity for the facility operator to be “working” on-site?

Updated Answer to Question #10: It has been the City’s past experience that the Operator of the MRF/Transfer Station has needed the additional hours to process materials, thus the stated hours included in the RFP. However, proposers may propose a work plan that includes alternate work hours, and doesn’t require Saturdays on non-holiday weeks. The Transfer Station and MRF must be operational for a full workday on the Saturday following a City designated holiday. City designated holidays are Memorial Day, July 4, Labor Day, Thanksgiving and Christmas. The scalehouse is open all day on Saturday of City designated holiday weeks. In addition, the scalehouse is open on Saturdays from 8-12 during non-holiday weeks April, May and June only. All shipments entering and leaving the MRF/Transfer Station must be during hours the scalehouse operator is in attendance.

Question #23:

Confirmation that the City will continue to be responsible for:

Utilities

Janitorial and Housekeeping

Lawn mowing/snow removal

Property and Ground Maintenance

Storm Water Management

Updated Answer to Question #23: The City will be responsible for the utilities, cleaning of the bathrooms at the MRF/Transfer Station once a week, lawn mowing, storm water management. The contractor is responsible for snow removal and maintenance of the grounds, e.g. outside housekeeping, as it is tied to operations.

Section/Page(s)

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RFP Document, Page 34-35

Exhibit C – Insurance Requirements are updated as provided herein.

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EXHIBIT C
INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance and required endorsements or policy language to the City on behalf of itself, and when requested any subcontractor(s) to show that the Contractor has in place the required insurance.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or
Property Damage Liability, or both combined.
\$2,000,000 Per Project General Aggregate
\$1,000,000 Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Contractor Pollution Liability Insurance with minimum limits per project and per occurrence of \$2,000,000. The City of Ann Arbor shall be an additional insured. The policy must provide Natural Resources Damages coverage either as part of the policy or by endorsement to the policy. A waste brokering endorsement must be provided.

6. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability, Contractor Pollution Liability, and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$2,000,000.
- B. Insurance required under A.3. A.4, and A.5 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
 - C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. .Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

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