ADDENDUM No. 3

RFP No. 24-23

Barton/Bandemer Park Pedestrian Tunnel Project

Due: May 29, 2024 by 11:00 a.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 three (3) pages in addition to prints of the replacement plan sheets (7 pages) and RFP document (10 pages).

The Proposer is to acknowledge receipt of this Addendum No. 3 by signing and submitting Attachment B, 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 may be considered non-conforming.

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

- Attachment D Prevailing Wage Declaration of Compliance
- Attachment E Living Wage Declaration of Compliance
- Attachment G Vendor Conflict of Interest Disclosure Form
- Attachment H Non-Discrimination Declaration of Compliance

<u>Proposals that fail to provide these completed forms listed above upon proposal opening may be rejected as non-responsive and may not be considered for award.</u>

I. CORRECTIONS/ADDITIONS/DELETIONS

Changes to the RFP documents which are outlined below are referenced to a page or Section in which they appear conspicuously. Offerors are 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

All mentions As provided in RFP No. 24-23 Document Addendum 1:

Proposal Due Date: May 15, 2024 at 11:00 a.m.

As updated herein:

Proposal Due Date: May 29, 2024 at 11:00 a.m.

Comment: The Due Date and Time for responses to this RFP has been extended to May 29, 2024 at 11:00 a.m. (local time). Anticipated dates for selections/negotiations are moved to June/July 2024 and City Council authorization is now August 2024.

As updated herein:

Form, Section I – Cover, Page 4, and Page 8.

Comment: Updated RFP due date, anticipated negotiations schedule and City Council Authorization.

Section III As provided in RFP No. 24-23 Document:

Form, Section 1 – Schedule of Prices as Page 16.

Steel Sheet Piling, Temp, Left in Place, Special was removed

Steel Sheet Piling, Temp, Special was removed

As updated herein:

Form, Section IV – Detailed Specifications as noted below.

Comment: Changes to detailed specifications ad noted below:

Progress Clause: Updated duration of track outage to be 48-hours overall and 42-hours for the Contractor's work.

Liquidated Damages for Other Department Costs: Updated duration of track outage to be 48-hours overall and 42-hours for the Contractor's work.

Steel Sheet Piling, Temporary: This specification is now removed from the document.

Timber Bridge: Specification modified to define level of pressure treatment required and removed restriction for waterborne chemicals.

Plans Page 31 of 80	Replace plan sheet. Sheet revised to show staging which includes no temporary sheeting now.
Plans Page 32 of 80	Replace plan sheet. Sheet revised to show staging which includes no temporary sheeting now.
Plans Page 33 of 80	Replace plan sheet. Sheet intentionally left blank.
Plans Page 34 of 80	Replace plan sheet. Sheet intentionally left blank.
Plans Page 35 of 80	Replace plan sheet. Sheet intentionally left blank.
Plans Page 36 of 80	Replace plan sheet. Sheet intentionally left blank.
Plans Page 37 of 80	Replace plan sheet. Sheet intentionally left blank.

II. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the RFP. 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:

The plans indicate temporary sheeting down to elevation 749, however, the specification states not to drive temp sheeting below elevation 760. Please resolve this conflict.

Answer 1:

Due to the conflict noted, we are negotiating an extension of the track outage to 48-hours with Amtrak and Office of Rail. With this additional time, the updates in this Addendum 3 require that the Contractor complete the entire tunnel installation without temporary sheeting. The existing fiber optic lines will need to be supported aerially by the Contractor during the excavation and installation of the culver during the track outage.

Question 2:

Due to difficult access below the park road bridge, will the City entertain options for supporting the electrical conduit on the side of the bridge?

Answer 2:

The City will entertain options proposed by the Contractor for supporting the conduit across the existing bridge. Alternative locations must be in an inconspicuous location to discourage vandalism. Options should consider locating the conduit below the deck and preferably between the pedestrian structure and the vehicular structure.

Question 3:

The timber bridge specification indicates no waterborne chemicals are permitted. Can we provide MCA which is waterborne?

Answer 2:

The specification has been modified to remove the restriction on waterborne chemicals. We added reference to the level of treatment required per AWPA guidelines.

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

PUBLIC IMPROVEMENT REQUEST FOR PROPOSAL

RFP# 24-23

Barton/Bandemer Park Pedestrian Tunnel Project

City of Ann Arbor
PARKS AND RECREATION SERVICES/COMMUNITY
SERVICES AREA



Due Date: May 29, 2024 by 11:00 a.m. (local time)

Issued By:

City of Ann Arbor Procurement Unit 301 E. Huron Street Ann Arbor, MI 48104

D. PRE-PROPOSAL MEETING

A pre-proposal conference for this project will be held on **Thursday April 23, 2024 at 10:00 a.m. (local time)** at the Bandemer Park Parking Lot, 2001 Whitmore Lake Road, Ann Arbor, MI 48105.

Attendance at this conference is highly recommended. Administrative and technical questions regarding this project will be answered at this time. The pre-proposal conference is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the proposal will be affirmed in an addendum.

E. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective bidder. An official authorized to bind the bidder to its provisions must sign the proposal. Each proposal must remain valid for at least one hundred and twenty (120) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

F. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised primarily of staff from the City will complete the evaluation.

If interviews are desired by the City, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected bidder to this project.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

G. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before May 29, 2024 11:00 a.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted.

appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

P. SCHEDULE

The following is the schedule for this RFP process.

Activity/Event

Pre-Proposal Conference
Written Question Deadline
Addenda Published (if needed)
Proposal Due Date
Selection/Negotiations
Expected City Council Authorizations

Anticipated Date

April 23, 2024, 10:00 a.m. (Local Time) April 26, 2024, 2:00 p.m. (Local Time) Week of April 29, 2024 May 29, 2024, 11:00 a.m. (Local Time) June/July 2024 August 2024

The above schedule is for information purposes only and is subject to change at the City's discretion.

Q. IRS FORM W-9

The selected bidder will be required to provide the City of Ann Arbor an IRS form W-9.

R. RESERVATION OF RIGHTS

- 1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
- 2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
- 3. The City reserves the right to request additional information from any or all bidders.
- 4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
- 5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
- 6. The City reserves the right to select one or more contractors or service providers to perform services.

Slotted Drain, Galv, 6 inch	42	Ft	
Sewer, PVC, 6 inch, Tr Det B	153	Ft	
Dr Structure Cover, Type C	1	Ea	
Dr Structure, 24 inch dia	1	Ea	
Clean Out	3	Ea	
Underdrain, Fdn, 6 inch	324	Ft	
Culv Bedding, Box Culv	81	Cyd	
Culv, Precast Conc Box, 16 foot by	00	- 4	
12 foot	60 24 <i>5</i>	Ft	
HMA Surface, Rem	215 16	Syd	
Hand Patching	33	Ton Ton	
HMA, 4EML HMA, 5EML	33	Ton	
Joint, Expansion, E3	39	Ft	
Steel Sheet Piling, Temp, Special	460	Sft	
Elec Grounding System	400	Ea	
Reinforcement, Steel, Epoxy Coated	2810	La Lb	
Substructure Conc, High	2010	LD	
Performance	39	Cyd	
Liner, PVC, 30 mil	415	Syd	
Timber Bridge	1	LSUM	
Joint Waterproofing	160	Sft	
Modular Block Wall, Cap	254	Ft	
Modular Block Wall	857	Sft	
Railroad Protection, Amtrak	20000	Dlr	
Curb, Conc, Det E1	735	Ft	
Curb and Gutter, Conc, Det D2	207	Ft	
Detectable Warning Surface	13	Ft	
Sidewalk, Conc, 4 inch	157	Sft	
Shared use Path, Grading, Modified	739	Ft	
Shared use Path, Aggregate, 8 inch, Modified	1591	Syd	
Shared use Path, Concrete, 6 inch	953	Syd	
Shared use Path, Concrete, 6 inch,	555	Cyu	
Decorative	148	Syd	
Shared use Path, Aggregate, Tunnel	66	Cyd	

CITY OF ANN ARBOR

SPECIAL PROVISION FOR PROGRESS CLAUSE

BBT:CED 1 of 2 3/12/24

Construction can begin no earlier than <u>March 17, 2025</u> unless otherwise approved by the Engineer. In no case can any work be commenced prior to receipt of formal notice of award by the Department.

Prepare and submit a complete, detailed, signed Progress Schedule to the Engineer.

The Progress Schedule shall include, at minimum, the controlling work items for the completion of the project, as well as the planned dates or work days that these work items will be controlling operations. All contract dates including open to traffic, project completion, interim completion and any other controlling dates in the Contract, must be included in the Progress Schedule. If the bidding Proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

The project shall be substantially completed and open to traffic on or before <u>August 22nd, 2025</u> excluding the acceptance of slope restoration, tree plantings, and watering & cultivating. Complete final site restoration on or before <u>October 15, 2025</u>. Slope restoration and watering & cultivating requirements must be met prior to final acceptance of the project. A 48-hour track outage will be scheduled on, or about, <u>June 4th, 2025</u> for the purposes of constructing the project under the railroad tracks. If inclement weather occurs during the original track outage date, a back-up track outage date scheduled approximately 2 weeks after the originally scheduled outage must be coordinated with the Engineer. All work required for preparation for this outage must be done prior to <u>June 4th, 2025</u>. The actual outage start and stop times will be provided by the Engineer and approved by Amtrak. The Contractor will be given a 42-hour uninterrupted time for which to construct the work required during the track outage. The remaining 6-hours of time is dedicated to tasks to be performed by Amtrak before and after the outage.

The Contractor shall include an hour-by-hour schedule for the work planned during the track outage to be approved by the Engineer. The hour-by-hour schedule shall include the Contractor coordinating with Amtrak to show durations for the work tasks Amtrak will be responsible for during the track outage. The hour-by-hour schedule shall indicate an emergency stop work plan indicating the point at which the Contractor will no longer be able to stop and return the site to a condition ready for Amtrak to perform their work in reopening to rail traffic within the planned outage timeframe.

Unless specific pay items are provided in the contract, any extra costs incurred by the Contractor due to cold-weather protection and winter grading will not be paid for separately, but will be included in the payment of other pay items in the contract.

After award and prior to start of work, the Contractor must attend a preconstruction meeting with the Engineer. The Engineer will determine the date, time, and place for the preconstruction meeting. The meeting will be conducted after project award and may be rescheduled if there are delays in the award of the project.

The named subcontractor(s) for Designated and/or Specialty Items, as shown in the Proposal, should attend the preconstruction meeting if such items materially affect the work schedule.

For compliance with threatened and endangered bats, tree clearing must be completed between October 1 and March 31.

Failure by the Contractor to meet interim completion, open to traffic, and/or final completion dates will result in the assessment of liquidated damages in accordance with subsections 108.10.C.1 and 108.10.C.2 of the Standard Specifications for Construction.

Failure by the Contractor to reopen the rail line to rail traffic within the track outage timeframe defined above will result in the assessment of liquidated damages in accordance with the Special Provision for Liquidated Damages for Other Department Costs.

CITY OF ANN ARBOR

SPECIAL PROVISION FOR LIQUIDATED DAMAGES FOR OTHER DEPARTMENT COSTS

BBT:CED 1 of 2 4/1/24

a. Description. The schedule of liquidated damages applies to any situation in which the Contractor fails to open the Michigan Line to railroad traffic as specified herein. The schedule of liquidated damages also applies to any situation in which the Contractor fails to complete required work within the allowable 48-hour maximum railroad closure duration to make the Michigan Line accepted for permanent railroad traffic as determined by the Amtrak representative. The maximum railroad closure duration will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e. natural disaster or a declared state of emergency).

For the Michigan Line, damages will be assessed on a daily basis for each and every one (1) hour interval. The damages will apply for any time on which the Michigan Line closure exceeds the time limitation specified herein. Time assessments will be determined by the Engineer between the begin/end time stated in the specifications and when the Engineer and Amtrak representative determines full compliance with all requirements for safely opening the Michigan Line to permanent railroad traffic. Costs for portions of the full hour intervals will not be prorated and the damages will be cumulative as shown in Tables 1 and 2.

b. Materials. None.

c. Construction. A railroad outage will be permitted not to exceed 48-hours in continuous duration. Amtrak will require no more than 6 hours of track time total during this track outage. This time includes both the initial shut down period and the reopening of the tracks. The Contractor has the remaining 42-hours of track time for their own operations prior to being assessed liquidated damages as described in Tables 1 and 2.

Table 1: Liquidated Damages for the First Day Outside Michigan Line Railroad Traffic Acceptance Requirements

Amount of Time Beyond	Liquidated Damages	
48-Hour Track Outage	Per Period	Cumulative
0-60 Minutes	\$25,000	\$25,000
>60 Minutes up to 2 Hours	\$25,000	\$50,000
>2 Hours up to 3 Hours	\$25,000	\$75,000
>3 Hours up to 4 Hours	\$25,000	\$100,000
>4 Hours up to 5 Hours	\$25,000	\$125,000
>5 Hours up to 6 Hours	\$25,000	\$150,000
>6 Hours up to 7 Hours	\$25,000	\$175,000
>7 Hours up to 8 Hours	\$25,000	\$200,000
>8 Hours up to 9 Hours	\$25,000	\$225,000
>9 Hours up to 10 Hours	\$25,000	\$250,000
>10 Hours up to 11 Hours	\$25,000	\$275,000
>11 Hours up to 12 Hours	\$25,000	\$300,000

>12 Hours up to 13 Hours	\$25,000	\$325,000
>13 Hours up to 14 Hours	\$25,000	\$350,000
>14 Hours up to 15 Hours	\$25,000	\$375,000
>15 Hours up to 16 Hours	\$25,000	\$400,000
>16 Hours up to 17 Hours	\$25,000	\$425,000
>17 Hours up to 18 Hours	\$25,000	\$450,000
>18 Hours up to 19 Hours	\$25,000	\$475,000
>19 Hours up to 20 Hours	\$25,000	\$500,000
>20 Hours up to 21 Hours	\$25,000	\$525,000
>21 Hours up to 22 Hours	\$25,000	\$550,000
>22 Hours up to 23 Hours	\$25,000	\$575,000
>23 Hours up to 24 Hours	\$25,000	\$600,000

Table 2: Liquidated Damages for the Second or More Days Outside Michigan Line Railroad Traffic Acceptance Requirements

Amount of Time Beyond	Liquidated Damages	
48-Hour Track Outage	Per Period	Cumulative
0-60 Minutes	\$25,000	\$625,000
>60 Minutes up to 2 Hours	\$25,000	\$650,000
>2 Hours up to 3 Hours	\$25,000	\$675,000
>3 Hours up to 4 Hours	\$25,000	\$700,000
>4 Hours up to 5 Hours	\$25,000	\$725,000
>5 Hours up to 6 Hours	\$25,000	\$750,000
>6 Hours up to 7 Hours	\$25,000	\$775,000
>7 Hours up to 8 Hours	\$25,000	\$800,000
>8 Hours up to 9 Hours	\$25,000	\$825,000
>9 Hours up to 10 Hours	\$25,000	\$850,000
>10 Hours up to 11 Hours	\$25,000	\$875,000
>11 Hours up to 12 Hours	\$25,000	\$900,000
>12 Hours up to 13 Hours	\$25,000	\$925,000
>13 Hours up to 14 Hours	\$25,000	\$950,000
>14 Hours up to 15 Hours	\$25,000	\$975,000
>15 Hours up to 16 Hours	\$25,000	\$1,000,000
>16 Hours up to 17 Hours	\$25,000	\$1,025,000
>17 Hours up to 18 Hours	\$25,000	\$1,050,000
>18 Hours up to 19 Hours	\$25,000	\$1,075,000
>19 Hours up to 20 Hours	\$25,000	\$1,100,000
>20 Hours up to 21 Hours	\$25,000	\$1,125,000
>21 Hours up to 22 Hours	\$25,000	\$1,150,000
>22 Hours up to 23 Hours	\$25,000	\$1,175,000
>23 Hours up to 24 Hours	\$25,000	\$1,200,000

CITY OF ANN ARBOR

SPECIAL PROVISION FOR TIMBER BRIDGE

BBT:CED 1 of 2 3/20/2024

a. Description. This work consists of furnishing materials for, and constructing a timber bridge in accordance with Sections 709, 908, and 912 of the Standard Specifications for Construction, the project plans and this special provision.

b. Materials.

1. Wood. Provide wood members that are Coast Region Douglas Fir or Southern Yellow Pine species. Provide commercial grade lumber for beams, joists, blocking and deck panels that are similar to 2400f-1.6E(MSR). For all other members, provide lumber similar to 1200f-1.2E(MSR). All lumber sizes are nominal. Provide lumber that is conditioned and pressure-treated in accordance with the requirements of AWPA C2 with the preservative chemical used meeting applicable EPA requirements.

Handrails and posts must be conditioned and pressure-treated with a clean preservative such as pentachlorophenol.

Field cutting and drilling of wood members will not be allowed unless all cuts and field-drilled holes are brush treated with a 5% pentachlorophenol solution or other approved field-treatment. Creosote solutions will not be approved for field-treatment.

All wood members must be treated for ground contact for critical structure components meeting UC4C use category defined by the American Wood Protection Association (AWPA).

All wood members must have a smooth surface finish.

Manufacturer must submit a certificate attesting to compliance with preservative specifications.

2. Hardware. Provide hardware that is hot-dip galvanized and conforms to section 908.

Provide bolts, nuts, and washers used for assembly that conform to the requirements of ASTM A 325 and are hot-dip galvanized in accordance with ASTM A 153 or are stainless steel.

Provide steel plate brackets in accordance with ASTM A36 steel with hot-dip galvanized coating conforming to the requirements of ASTM A 153.

Provide nails that are galvanized 60d (6") spiral shank.

Provide all hardware and accessories required to properly and completely execute the carpentry for this project, including, but not limited to: screws, bolts, nuts, washers, straps, and similar items, whether specifically mentioned herein or not.

c. Construction. Construction must conform to sections 709 and 912 of the Standard Specifications for Construction except as described herein.

Furnish all lumber and install making sure all carpentry work is plumb, level and true to line and grade, and meets standard industry practices. All railings and caps must be sanded smooth and have rounded edges. Ensure all exposed edges are free from splinters and that sharp edges are sanded smooth. Pre drill toe nailed and lumber ends to prevent splitting. Nails must not protrude through the backside of any member.

Timber bridge is to be built at the location shown on the plans.

The approaches and bridge surface must meet all American with Disabilities Act criteria.

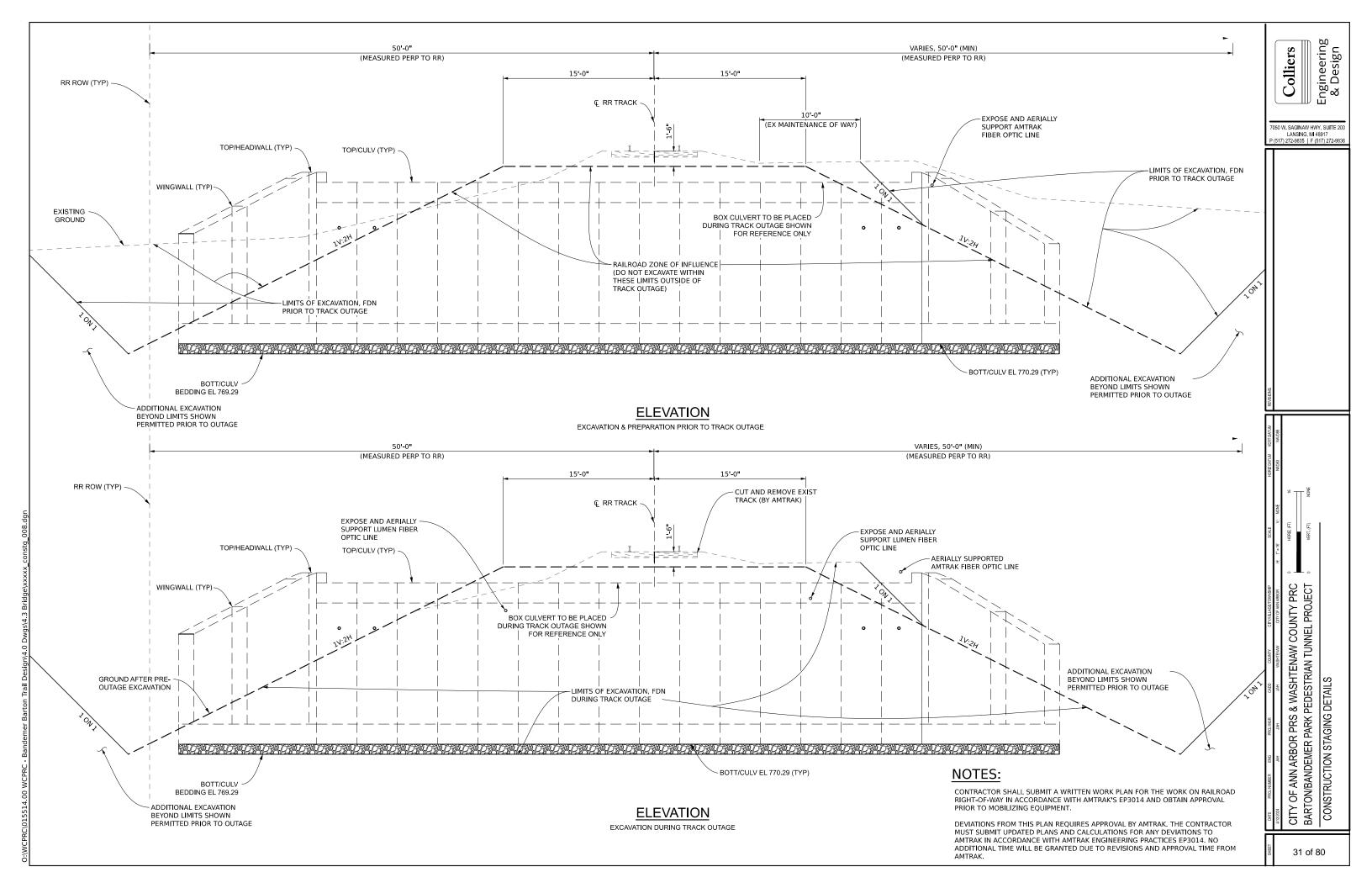
The low chord of the bridge must not be below that shown on the plans.

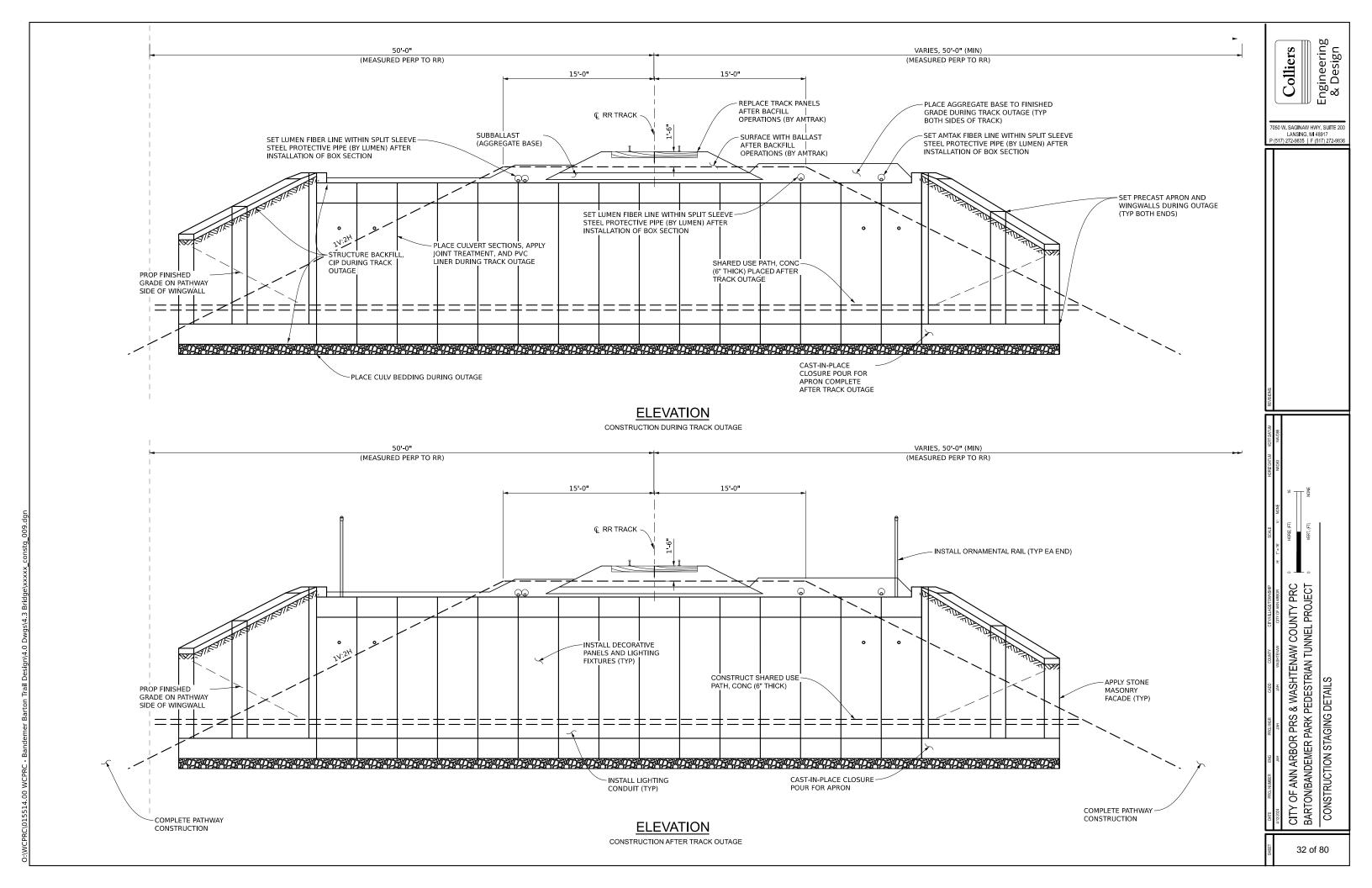
d. Measurement and Payment. The completed work as described will be measured as a lump sum and paid for at the contract unit price using the following pay items:

Contract Item (Pay Item)	Pay Uni
Timber Bridge	Lump Sum

Timber Bridge includes all labor, equipment and materials for furnishing and installing the timber bridge, including all wood members, posts, railing, hardware and fasteners, required to perform the completed work herein as described and shown on the contract documents. Miscellaneous metals and hardware will not be paid for separately, but will be included in the payment for **Timber Bridge**.

Substructure concrete, reinforcement steel, excavation and backfill will be paid separately.





Engineering & Design Colliers 7050 W. SAGINAW HWY, SUITE 200 LANSING, MI 48917 P (517) 272-9835 | F (517) 272-9836 THIS SHEET INTENTIONALLY LEFT BLANK CONSTRUCTION STAGING DETAILS 33 of 80

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BARTON/BANDEMER PARK PEDESTRIAN TUNNEL PROJECT

CONSTRUCTION STAGING DETAILS 36 of 80

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CONSTRUCTION STAGING DETAILS 37 of 80