

ADDENDUM No. 1

ITB No.4677

2021 Annual Sidewalk and Ramp Repair Project

Bids Due: April 27, 2021 at 2:00 PM (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 Thirteen (13) 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.

Section/Page(s)

Change

C1-C4

As provided in ITB No. 4677 Bid Document:
Sample Contract as Page C-1 thru C-4

As updated herein:
Sample Contract as Page C-2

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.

D32-D33

As provided in ITB No. 4677 Bid Document:
Detailed Specifications for “Restoration” as Pages D-32-D33

As updated herein:

Detailed Specification for "Restoration as Pages D32-D33

Comment: The intent with this change is to correct the Detailed Specification for Restoration so there is not be a percentage of monies held to the following Spring. Instead any needed attention to the restoration in the Spring 2022 will be Punch-List work.

Also included is the PreBid Agenda, the PreBid Sign-in Sheet, Ellsworth Sidewalk Design, a sample Non-Taxable Property (NTP) Letter And any questions and answers to questions 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.

Question 1: Will there be possible extension to this contract?

Answer 1: Yes, for up to two additional one-year terms. Correct Sample Contract is attached.

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 and Ramp Repair Project; ITB No. 4677** 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 and Ramp Repair Project; ITB No. 4677**

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

DETAILED SPECIFICATION FOR ITEM #260 –RESTORATION

DESCRIPTION

This item of work shall conform to Item No. 882, “Seeding & Mulching” in Division IX, Section 6 Landscaping & Restoration Items of the Public Services Area Standard Specifications, except as specified herein.

This work shall include the removal of all surplus materials from the site including; but not limited to; tools, dirt, rubbish, construction debris, and excess excavated material. This work shall also include the restoration of all existing lawn areas, road surfaces, culverts, drives, and sidewalks disturbed by the work. This work includes placing topsoil, fertilizer, seeding, and furnishing and installing mulch blankets on all disturbed areas as approved by the Engineer. Mulch blankets are required on all seeded areas.

MATERIALS

The materials shall meet the requirements specified in the MDOT 2012 Standard Specifications as designated, as specified herein, and as approved by the Engineer:

- Seed shall be THM (Turf Loamy to Heavy) seed mixture as described in MDOT Table 816-1.
- Fertilizers shall be a Class A. The percentages by weight shall be 12- 12- 12, or as approved by the Engineer.
- Water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances.
- Mulch blankets shall be High Velocity Straw Mulch Blankets as specified in MDOT section 917.
- Topsoil shall be 4 inches furnished as specified in MDOT section 917

MAINTENANCE AND ACCEPTANCE

It is the responsibility of the Contractor to establish a dense lawn of permanent grasses, free from mounds and depressions prior to final acceptance and payment of this project. Any portion of a seeded area that fails to show a uniform germination shall be reseeded. Such reseeding shall be at the Contractor's expense and shall continue until a dense lawn is established. The Contractor is responsible for restoring all areas disturbed by his construction.

The Contractor shall maintain all lawn areas until they have been accepted by the Engineer. Lawn maintenance shall begin immediately after the grass seed is in place and continue until final acceptance with the following requirements:

Lawns shall be protected and maintained by watering, mowing, and reseeding as necessary, until the period of time when the final acceptance and payment is made by the Engineer for the project, to establish a uniform, weed-free, stand of the specified grasses. Maintenance includes furnishing and installing additional topsoil, and reseeding all as may be required to correct all settlement and erosion until the date of final acceptance.

Damage to seeded areas resulting from erosion shall be repaired by the Contractor at the Contractor's expense. Scattered bare spots in seeded areas will not be allowed over three (3) percent of the area nor greater than 6"x 6" in size.

When the above requirements have been fulfilled, the Engineer will accept the lawn.

Cleanup and Restoration must be performed upon the completion of each stage of work, to prevent erosion, and not as one single operation at the completion of the entire project. Restoration work must be performed within one week of the placement of the wearing course for each street.

The Contractor shall restore all disturbed areas to better than or equal to their original condition.

MEASUREMENT AND PAYMENT

Measurement and payment of this item of work shall conform to Item No. 882, "Seeding & Mulching" in Division IX, Section 6 Landscaping & Restoration Items of the Public Services Area Standard Specifications, except as specified herein.

The completed work for "Restoration" will be paid for on a Square Yard (Syd) basis. By May 31st of the year following the completion of the project, the Engineer will inspect the seeded turf to ensure that the end product is well established; weed free, and in a growing and vibrant condition. If the Engineer determines that the restored areas meet the project requirements, the contract will close. If the Engineer determines that the restored areas do not meet the project requirements, the Contractor will continue with any and all measures necessary to meet the project requirements. All costs associated with the remedial measures shall be borne entirely by the Contractor as Punch-list work.

Pay Item

Restoration

Pay Unit

Syd

**Pre-Bid Meeting for the
2021 Annual Sidewalk and Ramp Repair Project**

April 16, 2021 11:00 a.m. in TEAMS meeting and Phone Conference ID: 344 618 051#

- 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
 - iii. Ellsworth Ped Crossing
 - iv. Huron Parkway at Glazier Way ad Baxter
 - v. Highlake at Jacsko
- IV. Construction Expectations
 - a. We expect that the contractor will only remove enough concrete sidewalk flags as they are replacing on the same day.
 - b. We expect that the contractor will “not” remove sidewalk flags several days in advance in preparation of pouring sidewalk or ramps.
 - c. All base/sub-base repairs will be completed before pouring concrete in all areas.
 - d. All tree roots will be evaluated before they are disturbed. All roots smaller than 2 inches in diameter can be cut out to accommodate the installation of sidewalk. Any roots larger than 2 inches in diameter will be referred to the Forestry Division of the City of Ann Arbor to assess before work can begin.
 - e. Parking meters may be needed to reserve and create a construction zone. This will be coordinated with the project manager or the lead inspector in the field.
 - f. A citywide Right of Way permit will be applied for by the contractor, but the fees will be waived.
 - g. A lane closure permit is required for all locations requiring the closure of a traffic lane on all major streets, and some local streets. This permit will be applied for by the contractor online and the fees for this permit shall be paid by the contractor. The contractor will abide by all City of Ann Arbor as well as MMUTCD rules and regulations.
 - h. Coordination with other departments of the City of Ann Arbor may needed to be done by the contractor.
 - i. Material testing will be done by an independent tester hired by the City of Ann Arbor.
 - j. All restoration will be completed on the following day of the sidewalk/ramp installation, before moving on to new locations of sidewalk for repairs
 - k. Restoration includes topsoil and seed, removal of forms, clean up, and removal of all vehicle and pedestrian traffic control signs.

- l. Bituminous pavement restoration is to be scheduled for every Friday after a ramp or ramps have been installed and completed. A period of at least 3 days is needed for the concrete to cure before the adjacent pavement is restored.
- m. All sidewalk and ramps are marked for repairs. No additional work is to be done without the approval of the project manager or onsite inspectors.
- n. There will be an inspector on site at all times to keep count of quantity and quality of production. There will be a daily quantity sheet to be filled out by the inspector and signed by the foreman of the crew, when agreed upon.
- o. Communication between the contractor foreman, inspectors and the project manager is very important. We need to know of any change in plans so we can coordinate accordingly. Also, no changes to the plans or method of repairs will be made without the approval of the project manager and the inspectors.
- p. A schedule is presented to the contractor as to which areas and which ramps are prioritized. This can be discussed further and the contractor can present their case as to how and why our schedule should be changed to benefit the sidewalk program.
- q. There is a misc. repair list which will be put on a map along with a list, and will be given to the foreman. The crew foreman will repair misc. items as we get close to them to make repair time is more efficient. At times we may have a day where we have to attend to misc. locations only.
- r. Traffic Control is the responsibility of the contractor. All traffic personnel and devices will be provided by the contractor and will abide by all MMUTCD rules and regulations.
- s. As part of this program, the contractor should expect the work to be scattered among several streets of each area every day.
- t. There will be no work on national holidays. We do not want to disturb our residents during a national holiday.
- u. There may be sidewalk repairs needed along MDOT business routes. The contractor will need to obtain MDOT lane closures and R.O.W permits for these roads.

Contact Information:

Jane Allen

Project Manager

Phone: (734) 794-6410 ext. 43678

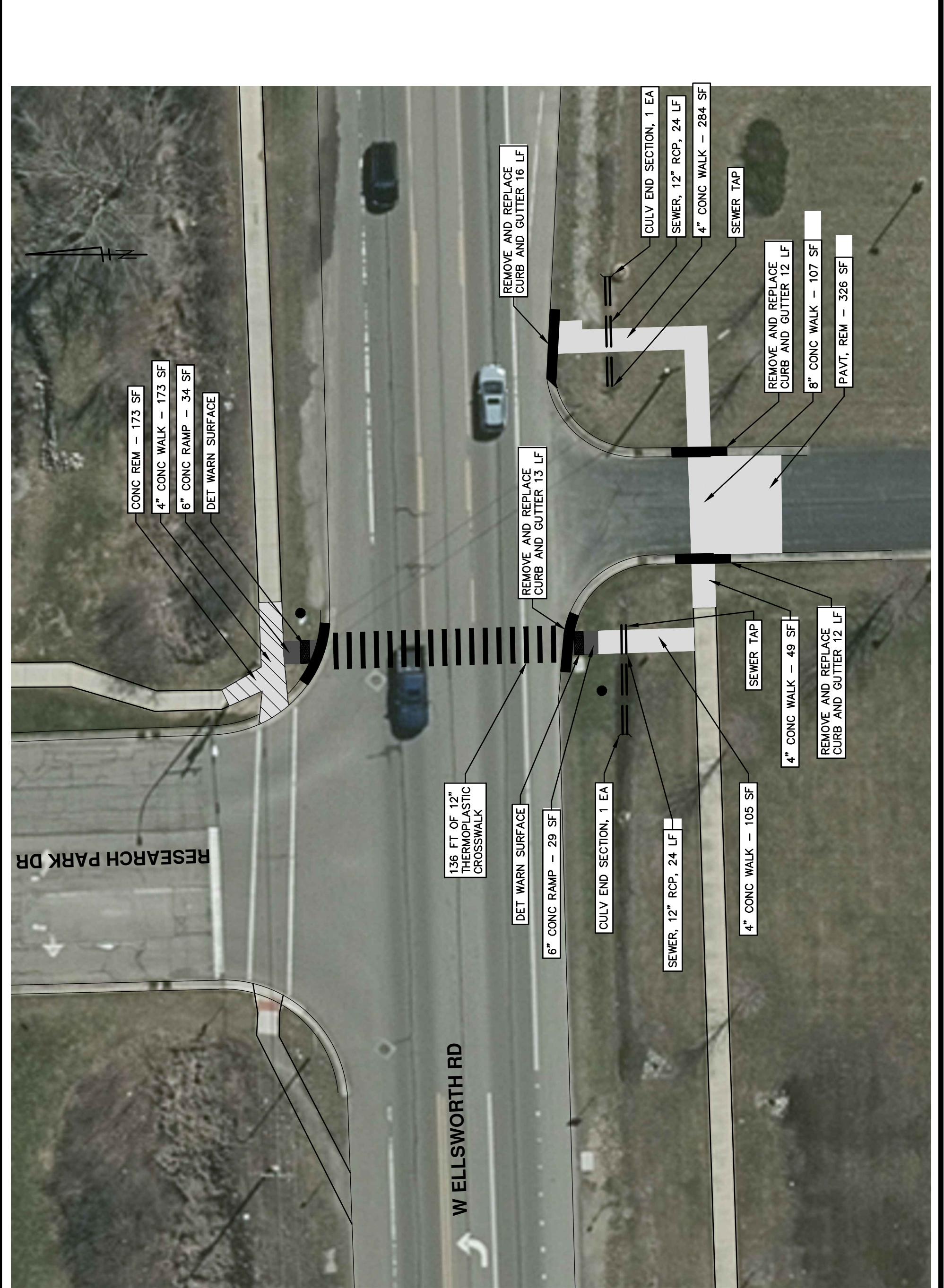
E-mail: jallen2@a2gov.org

PRE-BID CONFERENCE SIGN-IN SHEET

2021 Annual Sidewalk and Ramop Repair Project Bid# 4677 FILE #: 2021-021 DATE: April 16, 2021 11:00 am

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@az.gov	
		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	aaajam@az.gov	
		City, State	Ann Arbor, MI Zip: 48107	Mobile:	(734) 323-5656		
		Fax:					
Jim McInnis	Doan Construction Co.	Address 3670 Carpenter Rd		Direct:	4	JMcinnis@Doancompanies.com	
		City, State	Ypsilanti, MI Zip: 48197	Mobile:	(734) 323-3642		
		Fax:					
Anthony Marco	A Marco Contractors	Address		Direct:	(248) 640-4922	marcocontractorsmi.com	
		City, State	Northville, MI Zip: 48168	Mobile:			
		Fax:					
Petor Konja	C.B. Asphalt	Address 36506 Sibley Rd		Direct:	(734) 341-0438	Pete@cbasphaltpaving.com	
		City, State	New Boston, MI Zip: 48164	Mobile:	(734) 288-6692		
		Fax:					
		Address		Direct:			
		City, State	Zip:	Mobile:			
		Fax:					
		Address		Direct:			
		City, State	Zip:	Mobile:			
		Fax:					
		Address		Direct:			
		City, State	Zip:	Mobile:			
		Fax:					
		Address		Direct:			
		City, State	Zip:	Mobile:			
		Fax:					





CITY OF ANN ARBOR, MICHIGAN

Public Services Area / Engineering
301 E. Huron Street, P.O. Box 8647
Ann Arbor, Michigan 48107-8647
Phone: (734) 794-6410
Web: www.a2gov.org

Printed on recycled paper

Date

Owner

Owner Address

Re: Required Sidewalk Repairs, Parcel ID, Location Address

Dear Property Owner:

This letter is to notify you of the need for repairs to the sidewalk adjacent to your property at LOCATION ADDRESS.

In accordance with City Code Chapters 47 and 49, property owners not on the tax roll are responsible for the maintenance and repair of the sidewalks adjacent to their properties. You must hire a contractor to repair the sidewalk with notification to the City by August 31, 2021, or the sidewalk will be repaired by the City and billed to the property owner.

Sidewalk slabs that have been identified as being in need of immediate repair have been marked with an "R" indicating that the marked slab must be replaced; with an "L" for slabs that need to be lifted; or with a "C" for displaced joints that may be horizontally cut or trimmed instead. There have been X Cuts, X Lifts, and X Replacement identified on your property.

The City's 2020 contractors' (Doan Construction, CLI Leveling, and Precision Concrete Cutting) contact information is below if you are interested in contracting directly with these contractors. Otherwise, you may contract whom you choose, and the City will inspect the repair after the work is complete.

- Doan Construction, Jim McInnis at (734) 323-3642 (Replacements)
- CLI Leveling, Brent Elliott at (734) 564-2925 (Leveling)
- Precision Concrete Cutting, Ben Johnson at (616) 402-3980 (Cutting)

If you have any questions, please send an e-mail to sidewalks@a2gov.org or call (734) 994-2493. Additional information on the Ramp & Sidewalk Repair program can also be found at: www.a2gov.org/sidewalk

Sincerely,
ENGINEERING UNIT

Jane K Allen P.E.
Project Engineer