

ADDENDUM No. 1

RFP No. 21-17

WWTP Access Bridge Replacement Project

Updated Proposal Due Date: June 10, 2021 at 2:00 P.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 six (6) pages.**

The Proposer is to acknowledge receipt of this Addendum No. 1, 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 submitted proposal:

- **Attachment B - Non-Discrimination Declaration of Compliance**
- **Attachment C - Living Wage Declaration of Compliance**
- **Attachment D - Vendor Conflict of Interest Disclosure Form**

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.

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
------------------------	---------------

	As provided in RFP No. 21-17 Document: Proposal Due Date: June 3, 2021 at 2:00 p.m. (Local Time)
--	---

	As updated herein: Proposal Due Date: June 10, 2021 at 2:00 p.m. (local time)
--	--

Comment: The Due Date and Time for responses to this RFP has been extended to June 10, 2021 at 2:00 p.m. (local time). Note that all other dates are unchanged.

(remainder of page 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: During Site Visit on May 7, 2021, firms requested the following information:

- 1) Copy of most recent access bridge inspection report
- 2) Access bridge structural drawings
- 3) WWTP geotechnical data/report
- 4) Sanitary Sewer location information
- 5) Easement for existing access road
- 6) 2020 Access Bridge Repair Project Drawings
- 7) 2015 Access Bridge Repair Project Drawings

Answer 1: The aforementioned information was provided to firms who submitted a completed Non-Disclosure Agreement (NDA) with the City. Firms who have not submitted an NDA can do so by completing and submitting the attached form to cenlert@a2gov.org

Question 2: In regards to the RFP #21-17, we are requesting clarification on whether the Fee portion of the Proposal is for salary rates for the employees to work on the project or a detailed Fee Proposal to provide all the needed services to design the replacement bridge?

Answer 2: The City is looking for a detailed fee proposal needed for services to design a replacement bridge.

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

NON-DISCLOSURE AGREEMENT
BETWEEN _____ (COMPANY)
AND THE CITY OF ANN ARBOR

Whereas, the City of Ann Arbor, with municipal offices at 301 E. Huron Street, Ann Arbor 48107 ("City") is the owner of certain confidential information relating to its Sanitary Sewer Collection System needed and components thereof, which is or may be classified as exempt or restricted information under the Michigan Freedom of Information Act and federal bioterrorism and homeland security laws (collectively referred to as "Confidential Information").

Whereas _____(company), (referred to as "Receiver") is desirous of receiving, reviewing, and/or evaluating the Confidential Information for the sole and exclusive purpose of gathering information for the Wastewater Treatment Plant (WWTP) Access Bridge Replacement Project, RFP 21-17). The objective of RFP #21-17 is to evaluate options for a new Wastewater Treatment Plant Access Bridge across the Huron River.

Therefore, it is agreed this (day/date) _____, 2021:

That, the City shall, in its sole discretion, disclose to Receiver some or all of the Confidential Information based on Receiver's request for:

- WWTP Access Bridge Drawings
- Sanitary and Storm Sewer drawings for the Ann Arbor WWTP Access Bridge
- Other drawings and information relevant to the design of a new WWTP Access Bridge

It is understood that Receiver will secure at its sole cost any and all licenses, authorizations or other intellectual property rights necessary for the transfer of Confidential Information in the format requested by Receiver. Receiver will be required to provide documentation of it having all necessary licenses, authorizations or rights prior to transfer of the Confidential Information in the requested format.

That, Receiver shall hold and use Confidential Information only for the above-stated purpose of this Agreement and shall restrict disclosure of such Confidential Information to its employees with a need to know. Each employee of Receiver identified as "need to know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated herein. The City shall be provided with a copy of the executed employee Non-Disclosure Agreements and a master list of the employees, their respective jobs, and the reason for their classification as "need to know."

That, Receiver will hold the Confidential Information or any part thereof in strict confidence and will not permit any disclosure thereof to any person or persons outside its organization and not use or derive any direct or indirect benefit from the Confidential Information or any part thereof without the prior written consent of the City. Receiver agrees that it will not disseminate in any manner any part of the Confidential Information.

If the Receiver receives a subpoena, request from an administrative agency or order from a court that requires Receiver to disclose all or any of the Confidential Information, the Receiver shall notify the City immediately, including a copy of the subpoena, request or order, and shall act in cooperation with the City to seek a protective order to prevent or limit disclosure and/or impose

a non-disclosure obligation on the recipient(s). Recipient shall include a copy of this Non-Disclosure Agreement along with the Confidential Information it produces or discloses. Confidential Information disclosed in accordance with this paragraph shall remain Confidential Information for all other purposes.

That, Receiver will not make or authorize to be made any copies of any reports, plans, drawings or electronic data files supplied by the City and showing or describing or embodying the Confidential Information unless authorized by the City in writing. At any time and for any reason, prior to the completion of the work performed by the Receiver, the City may request and Receiver agrees it will return all of the said reports, plans, drawings or electronic data files together with any reports, drawings or electronic data files, including any independent notations of the Confidential Information, made by Receiver showing or describing or embodying the Confidential Information or any part thereof to the City immediately. After completion of the work, the Receiver shall return to the City any drawings, extracts, reproductions, or other documentation comprising the Confidential Information, in whatever format or media, including any independent notations of the Confidential Information made by Receiver showing or describing or embodying the Confidential Information or any part thereof. In addition, access shall be controlled by the Receiver to all Confidential Information generated as part of the work performed by the Receiver. Although the Receiver is permitted to maintain copies of their work, dissemination of this Confidential Information is not permitted without written authorization from the City.

That, the restrictions on the use or disclosure of Confidential Information by Receiver shall not include any information which:

1. at the time of disclosure to Receiver was known to Receiver free of restriction and such previous knowledge is evidenced by documentation in the possession of Receiver. A copy of which documentation will be provided to the City if requested by the City; or
2. is publicly known or later made publicly known by the City; or
3. is evidenced by documentation in the possession of Receiver as being received from a third party to this Agreement who: (a) has the legal right to so furnish such information to Receiver, and (b) is not obligated to the City to keep such information confidential; or
4. is approved for release in writing by the City.

That, nothing in this Agreement shall be construed as conferring to Receiver any right of ownership in the Confidential Information or license to use any, patents, industrial designs, copyrights or other intellectual property rights owned or licensed by the City.

That, nothing in this Agreement shall be construed as restricting the City's right to restrain use or dissemination of the Confidential Information in accordance with applicable federal, state or local law and regulation or at common law.

Receiver acknowledges that a breach by him/her of the provisions of this Agreement will cause the City irreparable damage for which the City cannot be reasonably or adequately compensated in damages. The City shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement.

This Agreement shall be construed in accordance with the laws of the State of Michigan.

This Agreement and any amendments hereto may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument.

CITY OF ANN ARBOR

(Company) _____

By: _____
Christopher Englert

By: _____

Print Name: _____

Title: Wastewater Treatment Services
Engineer, WWTSU

Title: _____

Date: _____

Employee Agreement to be Bound by the Attached Non-Disclosure Agreement

The undersigned employee or subconsultant of (Company) _____ agrees he/she has read the attached Non-Disclosure Agreement between (Company) _____ and City of Ann Arbor and agrees to be bound by the terms and conditions thereof. The undersigned represents, by signing below, that he/she is receiving the Confidential Information on a "need to know" basis and will not disclose the Confidential Information except as provided in the Non-Disclosure Agreement.

Employee Name: _____

Position: _____

Employee Work Address _____
& Phone Number: _____

Employee Signature:

Date: _____