

CONSTRUCTION REQUEST FOR PROPOSAL

RFP #22-53

Valve and Finished Water Tank & Reservoir Improvements

City of Ann Arbor
Water Treatment Services Unit



Due Date: Tuesday, July 19, 2022 by 2:00 p.m. (local time)

Issued By:

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

ADDENDUM NO. 1

RFP #22-53

Valve and Finished Water Tank & Reservoir Improvements

Bids Due: July 19, 2022 at 2:00 P.M. (Local Time)

The following changes, additions, and/or deletions shall be made to the Request for Proposal (RFP) for Water Treatment Service Unit – Valve and Finished Water Tank & Reservoir Improvements, RFP #22-53, on which proposals will now be received on/or before Tuesday, July 19, 2022 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 is four (4) pages, including attachments.**

A pre-bid conference was held on June 9, 2022. A conference sign-in sheet, consisting of one (1) page, is included at the end of this Addendum for information only. The information disclosed in the pre-bid conference is available in the Project Manual. Bidders are reminded that oral statements made at the pre-bid conference may not be relied upon, and will not be binding or legally effective.

Bidder is to acknowledge receipt of Addendum No. 1, including all attachments (if any) in its Bid by so indicating on Attachment B of the RFP. Bids submitted without acknowledgment of receipt of this addendum will be considered nonconforming.

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. Changes to the original text are bolded and italicized.

<u>Section/Page(s)</u>	<u>Change</u>
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CHANGES TO SPECIFICATIONS:

Section 40 05 23	Add the following Paragraph 2.2:
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C. Flap Gates:

1. Flanged-framed with a resilient seat and specifically designed for gravity flow conditions.
2. Valve Body: ASTM A126, Class B cast iron faced and drilled to ANSI 125 lb flange standards for pipe flange mounting.
3. Valve Seat: Neoprene or Buna-N bonded into groove machined in the body with a wide seating surface for the cover.
4. Cover: ASTM A126, Class B cast iron of a dished design to withstand all operating loads, held in position by 2 arms hinged at

their upper ends to the valve frame and at their lower ends to the valve cover.

5. Hinge Arms: ASTM B147 8A high tensile bronze.
6. Hinge Pins: Type 304 stainless steel; designed in double shear.
7. Adjustable rotation limit for lower hinge points; upper hinge posts threaded to adjust flap sensitivity.
8. Lubrication fitting for each hinge point.
9. Valve opens when there is a differential head across the flap of 0.2-foot or less.
10. Flap Gate Design: Preclude jamming or wedging of the gate and assure positive closure on flap closure.
11. Manufacturers:
 - a. Rodney Hunt Series FV-AC.
 - b. Waterman.
 - c. Hydro Gate, Inc.
 - d. Or equal.

Section 40 05 23 Add the following to Paragraph 2.2:

- D. Tapping Sleeve:
 1. Sized to be compatible with force main outside diameter.
 2. 3-inch I.P.T. outlet; use adapter, if required.
 3. Manufacturers:
 - a. Powerseal.
 - b. JCM.
 - c. Or equal.

II. QUESTIONS AND ANSWERS

Q: Is it possible to have a time extension for submitting the bid?

A: The bid date has been extended to Tuesday, July 19, 2022. The deadline for questions has been extended to Tuesday, June 28, 2022.

Q: Are the flap gates being added or replaced?

A: New flap gates are being added on the overflow discharge pipes. Specification details have been included in this addendum (No. 1).

Q: Are any new fall protection devices required inside of the pre-cast concrete manhole risers?

A: No permanent fall protection devices are required in the precast manhole risers.

Q: Is the added fire hydrant and branch off the 24-inch CW line intended to be hot tapped, or will the City isolate and drain the line for this cut-in operation? Please provide specification for acceptable tapping sleeve manufacturer.

A: The intent is to hot tap the line. Specification details have been included in this addendum (No. 1).

Q: Once the 24-inch CW main material is established, will the tapping sleeve need to be submitted on and reviewed by the Engineer of Record prior to installation?

A: Once material is confirmed, tapping sleeve must be submitted for review.

- Q: Are the dates referenced in the construction sequencing in Section 01 12 16, Paragraph 1.3.A.1.c. October 1 through April 30 in 2022-2023? Or 2023-2024?
- A: Those are general dates for any given year during which lower system demand allows for these facilities to be taken out of service one at a time.

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

Attachments:

Sign-In Sheet (1 page)



CITY OF ANN ARBOR
WATER TREATMENT SERVICES

Sign-in Sheet

WTP Valve and Finished Water Tank & Reservoir Improvements

Pre-Proposal Meeting

Construction RFP# 22-53

Date: Thursday, June 9, 2022 @ 1:00 p.m.

List of Attendees:

Name (Please Print)	Company	Email Address/Phone Number
1. Joe Siwek	Fishbedz	jsiwek@fishbedz.com
2. Chris Kluft	Weiss Constructn	CKLAFT@weiss-Constructn.com 586-246-2348
3. Brent Canup	midwest Power systems	midwest Power systems@gmail.com
4.		
5.		
6.		
7.		
8.		



ADDENDUM NO. 2

RFP #22-53

Valve and Finished Water Tank & Reservoir Improvements

Bids Due: July 19, 2022 at 2:00 P.M. (Local Time)

The following changes, additions, and/or deletions shall be made to the Request for Proposal (RFP) for Water Treatment Service Unit – Valve and Finished Water Tank & Reservoir Improvements, RFP #22-53.

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum is nineteen (19) pages, including attachments.**

Bidder is to acknowledge receipt of Addendum No. 2, including all attachments (if any) in its Bid by so indicating on Attachment B of the RFP. Bids submitted without acknowledgment of receipt of this addendum will be considered nonconforming.

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. Changes to the original text are bolded and italicized.

Section/Page(s) Change

CHANGES TO BID FORM:

BASE BID #1 Delete Item 2.2 Salvage and Replace Existing Grating and replace with the following:

2.2 Replace Existing Grating

CHANGES TO SPECIFICATIONS:

Section 01 22 00 Replace Paragraph 1.4.G with the following:

- A. Item No. 2.2 – Replace Existing Grating:
 - 1. Includes the following in accordance with Division 05 Section “Metal Fabrications.”
 - a. Remove and existing fiberglass grating.
 - b. Furnish and install new steel frame.
 - c. Furnish and install new fiberglass grating.
 - 2. Unit of Measure: Lump Sum.

Section 01 45 34 Replace existing Section 01 45 34 with reissued Section 01 45 34 attached to this Addendum No. 2.

Section 01 45 34 Delete the following Paragraph 3.1.E:

E. Soils:

1. Inspect and verify in accordance with Table 1705.6 of the Building Code and this Specification.
2. Inspect and verify:
 - a. Excavations are extended to proper depth and reached proper material.
 - b. Classification of structure fill and backfill material.
 - c. Classification of utility backfill material.
 - d. Use of proper fill and backfill materials, lift thicknesses and compaction.
 - e. Prior to placement of fill, subgrade material and preparation, and subgrade compaction.

Section 08 10 03 Add the following Schedule to the end of Part 3:

ACCESS HATCH SCHEDULE				
SHEET	LOCATION	TYPE	SIZE	NOTES
8	VAULT 1	FLUSH MOUNT	36	
9	VAULT 3	FLUSH MOUNT	36	
10	VAULT 4	FLUSH MOUNT	36	
11	VAULT 5	FLUSH MOUNT	30	
25	WTP RESERVOIR HATCH #1	SURFACE MOUNT	42	
25	WTP RESERVOIR HATCH #2	SURFACE MOUNT	42	
25	WTP RESERVOIR HATCH #2	SURFACE MOUNT	42	
26	NC RESERVOIR HATCH #1	SURFACE MOUNT	42	
26	NC RESERVOIR HATCH #1	SURFACE MOUNT	42	
26	NC RESERVOIR HATCH #2	SURFACE MOUNT	42	
27	LIBERTY RESERVOIR HATCH #1	SURFACE MOUNT	42	
27	LIBERTY RESERVOIR HATCH #1	SURFACE MOUNT	42	
27	LIBERTY RESERVOIR HATCH #2	SURFACE MOUNT	42	
28	VAULT 2	FLUSH MOUNT	30	BASE BID #1 - ALTERNATE #1
29	NC RESERVOIR HATCH #1	SURFACE MOUNT	42	BASE BID #2 - ALTERNATE #3
29	NC RESERVOIR HATCH #1	SURFACE MOUNT	42	BASE BID #2 - ALTERNATE #3

Section 09 91 00 Add the following Paragraph 3.9.A.4:

1. Metals – Immersed (interior of potable water system pipe): Modified Polyamine or Satin Polyamidoamine Epoxy System:
(Note: Contractor shall verify current NSF certification; provide product currently certified at no extra cost to Owner.)

System Manufacturer	Pipe and Fitting Size Limitations	Surface Preparation	First Coat	Second Coat
Tnemec	Pipes 4" to 8" diameter	(Shop): SSPC-SP10 near-white blast cleaning	(Shop): 141-WH03 Epoxoline 7.0 – 9.0 Mils	(Shop): 141-WH03 Epoxoline 7.0 – 9.0 Mils (16.0 mils min, 18.0 mils max total)
	Pipes 10" to 12" diameter	(Shop): SSPC-SP10 near-white blast cleaning	(Shop): 141-WH03 Epoxoline 16.0 – 18.0 Mils	
	Pipes 14" diameter and greater; valves and fittings 4" diameter and greater	(Shop): SSPC-SP10 near-white blast cleaning	(Shop): N140-1255 Pota-Pox Plus 7.0 – 9.0 Mils	(Shop): N140-1255 Pota-Pox Plus 7.0 – 9.0 Mils (16.0 mils min, 18.0 mils max total)
Carboline	Pipes 4" to 8" diameter; fittings		No NSF certified equivalent	
	Valves 4" diameter and greater	(Shop): SSPC-SP10 near-white blast cleaning	(Shop): Carboguard 891 HS 4.0 – 10.0 Mils	(Shop): Carboguard 891 HS 4.0 – 10.0 Mils (16.0 mils min, 20.0 mils max total)
	Pipes 10" diameter and greater	(Shop): SSPC-SP10 near-white blast cleaning	(Shop): Plasite 4500 16.0 – 20.0 Mils	
ICI/DeVoe	Pipes 4" diameter and greater	(Shop): SSPC-SP10 near-white blast cleaning	(Shop): Interline 925 by International Paint 16.0 – 18.0 Mils	
	Valves and fittings 4" diameter and greater	(Shop): SSPC-SP10 near-white blast cleaning	(Shop): Bar Rust 233 H 16.0 – 20.0 Mils	
Sherwin Williams	Valves and fittings		No NSF certified equivalent	
	Pipes 4" diameter and greater	(Shop): SSPC-SP10 near-white blast cleaning	(Shop) Sherplate PW Epoxy 16.0 – 20.0 Mils	

CHANGES TO DRAWINGS:

- Sheet 7 Replace existing Sheet 7 with reissued Sheet 7 attached to this Addendum No. 2.
- Sheet 18 Replace Keynote B with the following:
MODIFY EXISTING RESERVOIR ACCESS HATCH #2 (SEE DETAIL ON SHEET 26)

II. QUESTIONS AND ANSWERS

- Q: Note 2 on drawing 7 refers to a detail for the new grating supports but no such detail is provided. Please provide detail.
- A: Details included on reissued sheet 7.
- Q: Notes 3 and 5 on drawing 13 indicates that new supports may be required to support the new grating. Please provide details regarding the existing grating supports so we can evaluate the potential need for additional supports prior to submitting a bid. If new supports are required, will this be considered extra work or incidental to base bid?
- A: See attached record drawing showing existing grating supports in the Vault House. Existing supports should be sufficient, however the age of the structure and lack of a clear condition assessment due to the locations of the supports is uncertain. Repair or replacement of supports would be additional work paid for through the allowance.
- Q: Note 3 on drawing 6 indicates the existing pipe pit is to be cleaned of sludge and debris. Is the cleaning to occur in the entire pit or just in the area of pipe and grating replacement Can the removed sludge be disposed of on-site? If so where? What volume of sludge is expected? We respectfully request that a bid quantity be established for the sludge removal and disposal?
- A: Sludge level in the pipe pit is approximately 6" deep. Contractor will need to clean sludge out of the proposed area of work as shown on the drawings. Water may be pumped out with a trash pump and sludge can be shoveled out and disposed of in the on-site WTP grit dumpster. If there is more debris in the pit at the time of construction, City personnel will assist in the removal.
- Q: Note 6 on drawing 6 indicates that the replacement of pipe hangers and supports will be paid for by allowance. What pipe hangers and supports are covered by Bid item 2.3.
- A: Hangers and supports directly associated with the valve and piping that needs to be replaced to complete the work. Note 6 includes other supports and hangers located in the Sodium Hypochlorite Room – Chemical Building Basement that are deteriorating in the vicinity of the work area & pipe sump.
- Q: What is the "out to out" length and width dimension for the existing bottom section of vault no. 1 upon which the new flat slab and riser section are support upon? Drawing 8 only provides the interior dimensions.

- A: No record drawings detail that structure. Adjacent vault # 2 has 0'-9" thick walls on the short side of the structure and 1'-0" thick walls on the long side. Contractor should verify wall thickness for this vault in the field.
- Q: Pre-casting of the new valve boxes into the cover slabs for the valve vaults is not feasible as it is unlikely the boxes can be pre-located in the proper position relative to the new operators. Will coring of the new top slabs and field grouting of the new valve boxes for valve vaults 1, 3, 4 and 5 be allowed?
- A: This method will be allowed. Take steps to avoid coring through steel reinforcement.
- Q: What are the "inside clear" and "out to out" length and width dimensions for the existing lower box and new upper riser sections for valve vault No. 3? Drawing No. 9 does not provide any of these dimensions.
- A: No record drawings detail that structure, chamber scan dimensions on drawings indicate the existing lower box interior dimensions of 12'-9" long by 8'-7" wide. Walls detailed for adjacent two-valve structure are 1'-0" thick on all sides. Contractor should verify wall thickness for this vault in the field. Per keynote 7, upper riser is 5'-0" interior square with the wall thickness to be provided by the precast manufacturer.
- Q: What is the top of slab elevation for the new flat slab designated as key item 6 on drawing No. 9?
- A: Elevation 1002'-3" per section 3.
- Q: What are the "inside clear" and "out to out" length and width dimensions for the existing lower box and new upper riser sections for valve vault No. 4? Drawing No. 10 does not provide any of these dimensions.
- A: Drawings indicate the existing lower box interior dimensions of 12'-6" long by 5'-0" wide. Walls are 1'-0" thick on all sides. Contractor should verify wall thickness for this vault in the field. Per keynote 7, upper riser is 5'-0" interior square with the wall thickness to be provided by the precast manufacturer.
- Q: What is the bottom of foundation elevation for the fluoride bulk tank located immediately NW of vault 3 shown on drawing No. 9?
- A: See attached record drawings.
- Q: What is the type, dimensions and burial depth of the electrical duct bank located immediately West of Vault No. 3?
- A: See attached record drawings.
- Q: What is the type, dimensions and burial depth of the electrical duct bank located immediately West of Vault No. 4 as shown on Drawing No. 10?
- A: See attached record drawings.
- Q: What is the thickness of the existing top slab on vault 5 as shown on Drawing No. 11. Alternatively what is the full replacement height of the existing structure?
- A: Top slab thickness is approximately 12" thick. Keynote 7 indicates contractor to remove portion of riser necessary to complete valve replacement. Existing structure is concrete block and should be sawcut to height and rebuilt to the elevation on the drawings.

- Q: Is the headwall structure shown on drawing No. 17 existing or proposed?
A: The headwall structure is part of the proposed overflow improvements.
- Q: Note 4 on drawing 5 indicates a yard hydrant is to be installed on the existing 24-inch CW line. What size hydrant? Is this to be a standard 6-inch hydrant with valve and box?
A: Standard hydrant.
- Q: Please provide a detail of the air vent screen replacement work described by measurement and payment item 5.1.
A: There are no record drawing details of the existing vent. The round cover can be removed. There is an existing screen wrapped around the interior of the vent to be replaced.
- Q: How is the interior of the existing valve vault shown on drawing No. 12 accessed? Drawing No. 12 does not show an opening. What is the size of the Opening and will it support the installation of new grating? Please provide a layout plan and details for the existing Grating supports referenced in note Nos. 3 and 5 shown on drawing Nos. 12 and 13, respectively.
A: See attached record drawings.
- Q: What structures does the painting specification (09 91 00) apply and what structures does the steel coating specification (09 97 13) apply?
A: The painting specification is for the process piping inside the valve vaults. The steel coating specification is for the tanks and wet interior piping.
- Q: Keynote 6 on drawing 15 indicates the interior and exterior of the 24" FE pipe is to be painted per specification 09 91 00 in the area of the new weld on flange. What specific coating system specified in 09 91 00 is to be used as none of them appear to be NSF 61 compliant?
A: Coating System No. 4 has been added to Specification Section 09 91 00 as noted above.
- Q: Section 34 on drawing No. 15 shows a pipe wrap repair located directly between two spot repairs. Is this correct? If so how does the Engineer propose this work be completed?
A: Locations identified as requiring pipe wrap coincide with the pipe which is in the worst condition. The locations requiring spot repairs have intermittent corrosion and pits, but not to a degree that we feel requires a complete pipe wrap system. The recommendation would be to perform the spot repairs at the same time you are preparing the area requiring the pipe wrap. Next, install the pipe wrap per the manufacturer's recommendations. Lastly, paint the exterior of the entire pipe, including the spot repaired area and wrapped area.
- Q: What is the top of slab elevation for the new flat slab designated as key item 3 on drawing No. 28?
A: Elevation 1002'-3" per Section 3.
- Q: What are the "inside clear" and "out to out" length and width dimensions for the existing lower box and new upper riser sections for valve vault No. 2? Drawing No. 28 does not provide any of these dimensions.
A: Drawings indicate the existing lower box interior dimensions of 6'-6" long by 5'-0" wide. Walls are 0'-9" thick wall on the short side of the structure and 1'-0" thick wall on the long

side. Contractor should verify wall thickness for this vault in the field. Per keynote 4, upper riser is 4'-0" interior square with the wall thickness to be provided by the precast manufacturer.

Q: What structures does the disinfection procedures specified in Specification 01 74 26 applied to? AWWA C652 method 3 is specified with Specification 09 97 13. Does this only apply to the elevated reservoir work at Manchester and North Campus?

A: The procedure specified in Specification 01 74 26 is for all facilities. Disinfection of pipes for valve replacement are to be in accordance with AWWA 651. City staff will provide chemicals and laboratory testing, contractor to assist City staff and coordinate all work for disinfection.

Q: Keynote A on drawing 18 references Drawing 27 for the Hatch 2 work. Should the reference be drawing 26?

A: The note has been revised.

Q: Specification 08 10 03 specifies two type of hatches. Specifically, Aluminum Flush Mounted Hatches and Reservoir Hatches. The documents do not indicate where each type is required. Please provide a hatch schedule for all hatches required for this project.

A: Aluminum flush mounted hatches for valve vaults and reservoir hatches for underground reservoir access hatches. See Schedule in this Addendum No. 2.

Q: For the concrete repair work at the Liberty Reservoir (Pay item 2.5), please provide repair quantity information of the type provided by keynote 3 on drawing 16 for the WTP site.

A: Per note D. on sheet 20, there were two observed locations requiring concrete repair.

Q: Can a site visit to the Water Treatment Plant be scheduled for Contractors wanting to view the site conditions?

A: Site visits can be held Monday, July 11th after 2:00 p.m. or Wednesday after 9:00 a.m. Schedule visit with Emily Schlanderer at ESchlanderer@a2gov.org or 248.224.6492.

Q: Who is responsible for the cost of materials testing for Soils, Concrete and Steel? Specification 01 45 35 states Contractor is responsible and in contrast 01 45 34 states Owner is responsible for cost.

A: Special inspections for tank and steel construction are to be paid for through the allowances for testing for each site. All soil and concrete testing is the Contractor's responsibility. Reference to soil testing removed from specification 01 45 34.

Q: Is coating of the inside of new process piping and valves required for potable water piping? If interior of piping is required, could we get a specification for that?

A: Site piping and DIP in valve vaults get NSF cement mortar lining, steel pipe from effluent filter discharge gets NSF epoxy coating per specification. Valves call out NSF 61 epoxy from Tnemec in specification.

Q: Sheet 6 Note #3 says to abandon the perimeter grating in place. Is a new perimeter frame to be set and if so can we get a cut detail showing design intent for perimeter support?

A: Existing perimeter framing is being abandoned, and new angle framing is being installed. Furnish new grating per City.

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

Attachments:

Specification 01 45 34 (Reissued, 4 pages)

Sheet 7 – WTP River Valve Plans, Sections and Isometric (Reissued, 1 page)

Record Drawings (6 pages)

SECTION 01 45 34 – SPECIAL INSPECTIONS AND TESTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes provisions for special inspections as follows and includes the Statement of Special Inspections.
 - 1. Special inspections of structures. Including reservoir and tank inspections.
- B. Special inspection services for which Owner will contract and pay directly and will be performed by a special inspector or inspectors selected by Owner:
 - 1. Steel construction.
 - 2. Reinforced concrete construction.
 - 3. Underground reservoir inspection.
 - 4. Elevated tank inspection.
 - 5. Travel expense of the special inspector.
- C. Testing, special inspections and certifications which are not included in the above, but shall be included in the Contractor's Base Bid:
 - 1. Inspections and tests required by codes or ordinances or by an authority having jurisdiction and made by a legally constituted authority.
 - 2. Inspections, testing services and certifications including, but not limited to, the following:
 - a. Pipe leakage tests.
 - b. Tank leakage tests.
 - c. Manufacturer's certificate of compliance for weld filler metal.
 - d. Testing in connection with the Engineer's review of materials and equipment proposed by Contractor to be incorporated into the Work.
 - e. Testing performed for the Contractor's convenience.
- D. Owner Paid Items: Owner may elect to inspect or to employ either Engineer or a special inspector to inspect materials or systems on the Project other than those specified herein. The cost of this inspection will be paid for by Owner.
- E. Special inspection services are required to verify compliance with the Contract Documents and with the requirements of the Building Code. These services do not relieve Contractor of responsibility for verification of compliance with Contract Document requirements.

1.3 REFERENCES

- A. Except as herein specified or as indicated on the Drawings, the work of this Section shall comply with the following:
 - 1. ACI – American Concrete Institute:
 - a. 211.1 – Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete.
 - b. 301 – Specification for Structural Concrete.
 - c. 318 – Building Code Requirements for Reinforced Concrete.
 - 2. AISC – Steel Construction Manual.
 - 3. Michigan Building Code.
 - 4. MDOT:
 - a. Standard Specifications for Construction.

1.4 DEFINITIONS

A. Terms:

1. Building Code: The building code plus amendments, if any, legally adopted for the location in which the Project is located.
2. Special Inspection: Inspection and testing as herein required of materials, installation, fabrication, erection or placement of components and connections requiring special expertise of one or more approved special inspectors in order to ensure compliance with the Building Code and the Contract Documents.
3. Testing Agency; Independent Testing Agency: Special inspector.

1.5 PERFORMANCE REQUIREMENTS

A. Special Inspector Qualifications:

1. Qualified in accordance with the Building Code and by local building official.
2. Objective, competent and independent from the contractor performing the work to be inspected.
3. Familiar with Building Code requirements for special inspections.
4. Having adequate equipment, periodically calibrated as required, to perform the special inspections.
5. Employing experienced personnel educated in conducting, supervising and evaluating special inspections similar in complexity to that required for the Project.
6. Submission of Qualifications:
 - a. Special inspector shall provide to the building official written documentation as required to demonstrate competence, objectivity and experience or training.
 - b. Disclose possible conflicts of interest.

B. Perform special inspections in accordance with:

1. Laws and Regulations.
2. Reference procedures and requirements.
3. Building Code.
4. Contract Documents.
5. Manufacturer's requirements, as applicable.
6. Reviewed submittals for the Project, as applicable.

C. Testing Outside a Structure Footprint: In accordance with Division 01 Section "Testing for Buried Utilities, Roadways, and Site Projects."

1.6 REINSPECTION COSTS

A. Reinspection:

1. When initial special inspections of items except soil compaction indicate noncompliance with the Contract Documents, subsequent special inspections occasioned by the noncompliance shall be performed by the same special inspection agency, and the costs thereof will be deducted by the Owner from the Contract Sum.
2. Soil Compaction:
 - a. The first retesting of soil compaction shall be paid for in accordance with the provisions of the Contract Documents.
 - b. The second and subsequent retesting for soil compaction due to noncompliance with the Contract Documents shall be performed by the same special inspection agency, and the costs thereof will be deducted by the Owner from the Contract Sum.

B. Uncovering Costs: Paid for as described in the General Conditions.

1.7 REPORTS AND SUBMISSIONS

A. Special Inspection Reports:

1. Special inspector shall keep records of special inspections in accordance with the Building Code.
2. Records shall indicate that work inspected was or was not completed in conformance with the Contract Documents.
3. Report and reinspect non-conformances until they are in conformance with the Contract Documents.
4. Final Report:
 - a. Prepare and submit a final report at the completion of the special inspections.

- b. Document the completion of specified special inspections and correction of discrepancies.
 - c. Submit as specified for inspection reports.
 5. Provide typed electronic copies of reports to:
 - a. Owner.
 - b. Engineer.
 - c. Contractor.
 - d. Building official.
 6. Discrepancies: Bring to immediate attention of Contractor, and, if not corrected, to attention of Engineer and building official.

1.8 SCHEDULES FOR SPECIAL INSPECTIONS

- A. Establishing Schedule: By advance discussion between special inspector and Contractor, determine the time required to perform special inspection and to issue findings.
- B. Revising Schedule: When changes of construction schedule are necessary during construction, coordinate such changes of schedule with the special inspector.
- C. Adherence to Schedule: When the special inspector is ready according to the determined schedule, but is prevented from performing special inspection due to incompleteness of the Work, extra costs attributable to the delay may be charged to Contractor and shall not be borne by Owner.

1.9 CONTRACTOR'S DUTIES

- A. Cooperate with Special Inspector:
 1. Schedule the Work so that special inspector is allowed a reasonable schedule and amount of time to access and view the components requiring special inspection before being obscured by subsequent construction.
 2. Notify special inspector 24 hours minimum prior to expected time when special inspection services will be required.
 3. Provide the following as necessary for special inspector to properly perform its functions:
 - a. Access to the Work.
 - b. Facilities for access to the Work.
 - c. Tools.
 - d. Storage.
 - e. Assistance as requested.
- B. Submission of Written Statements:
 1. To be submitted by each contractor responsible for construction of a main wind or seismic force resisting system, designated seismic system or a wind or seismic resisting component listed in the Statement of Special Inspections.
 - a. Submit to building official, Owner, and Engineer, prior to commencement of construction on the respective system or component.
 - b. Acknowledging awareness of the special inspections specified herein.
 2. Each fabricator, at the completion of their respective fabrication, shall submit a certificate of compliance to the building official and Engineer stating that the fabrication was performed in accordance with the Contract Documents.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.1 STATEMENT OF SPECIAL INSPECTIONS

- A. Frequency of Special Inspections:
 1. The minimum frequency of the special inspections (periodic vs. continuous) shall be as indicated in the Building Code.
 2. Quality assurance inspections performed in accordance with standards referenced herein shall conform to the frequency requirements indicated in those standards.

- B. Steel Construction:
 - 1. Inspect and verify structural steel in accordance with the quality assurance requirements of AISC 360 and the Contract Documents.

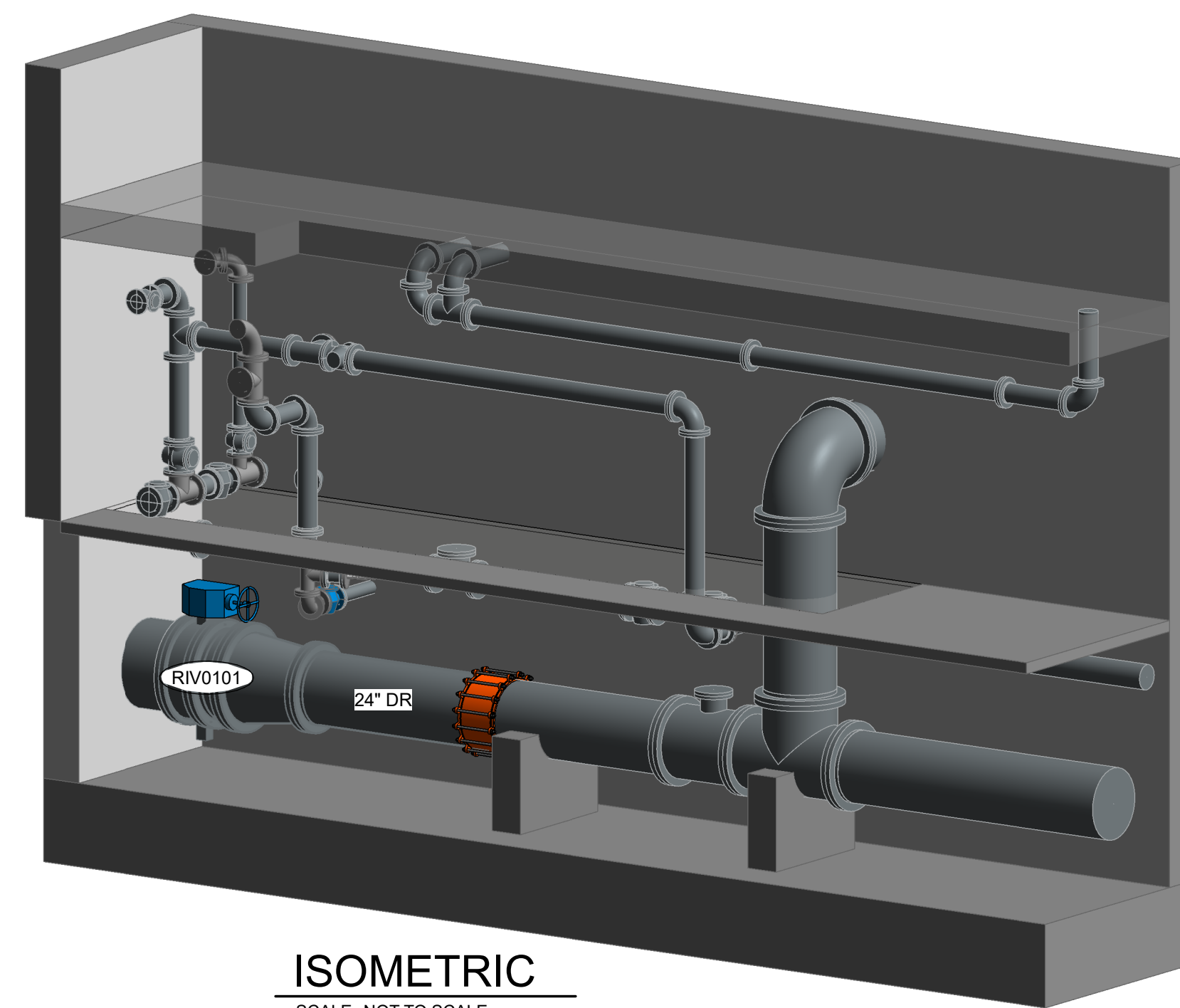
- C. Concrete Repair Materials:
 - 1. Test materials as indicated in Division 03 Section “Rehabilitation of Cast-in-Place Concrete.”

- D. Underground Reservoir and Elevated Tank Inspections
 - 1. Work to be completed by one of the inspection firms listed in section 01 21 13. Separate allowances have been created for inspections related to the improvements to be completed at each site.

 - 2. Inspection of work completed in the underground reservoirs and elevated tanks shall be coordinated in accordance with sections 05 60 10 Elevated Steel Water Tank Miscellaneous Repairs, 09 91 00 Painting and 09 97 13 Steel Coatings.

END OF SECTION 01 45 34

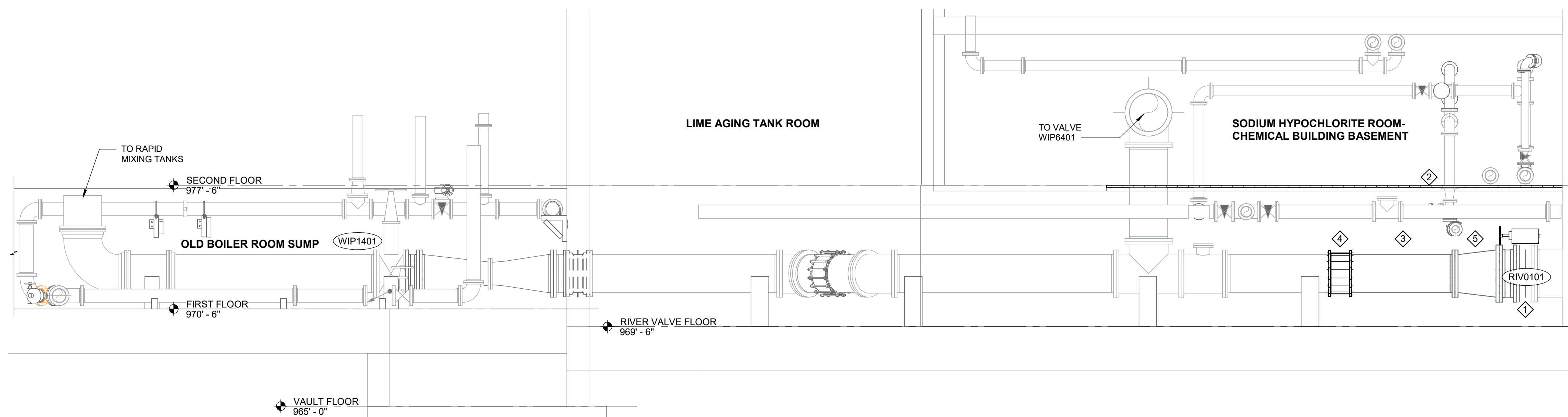
PLOT INFO: 6/30/2022 11:47:53 AM C:\Work\Revit\2022_PRR_211162_RIVER VALVE REPLACEMENT_messenger95JUZ.rvt



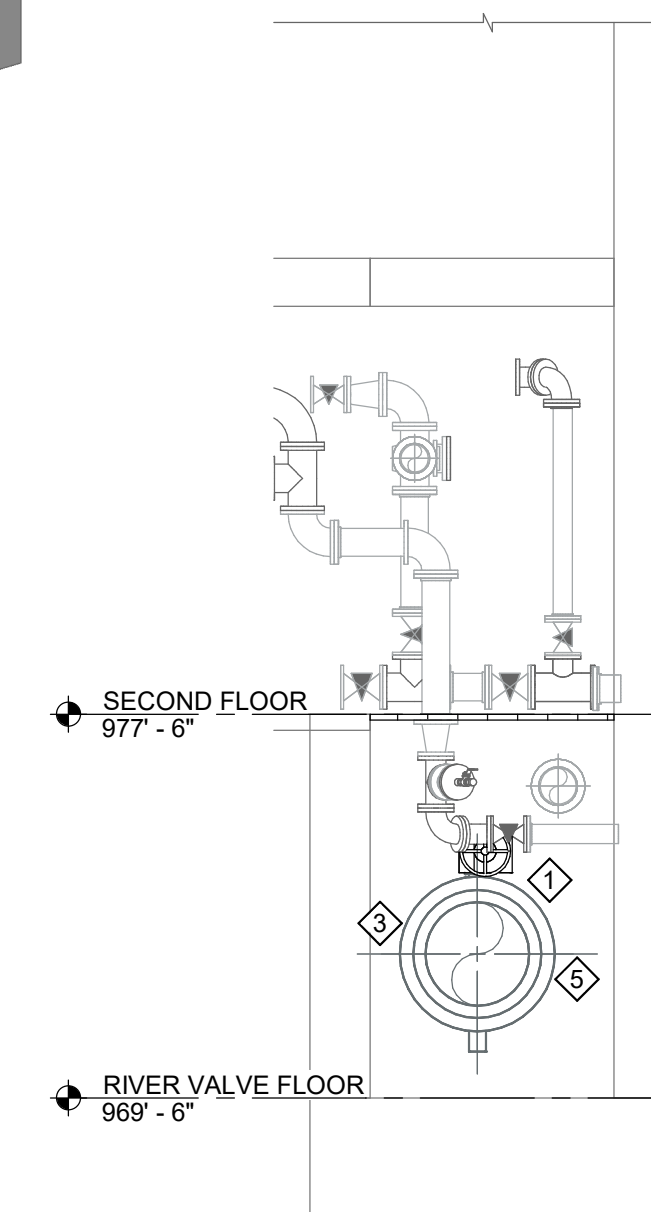
ISOMETRIC
SCALE: NOT TO SCALE

KEY NOTES

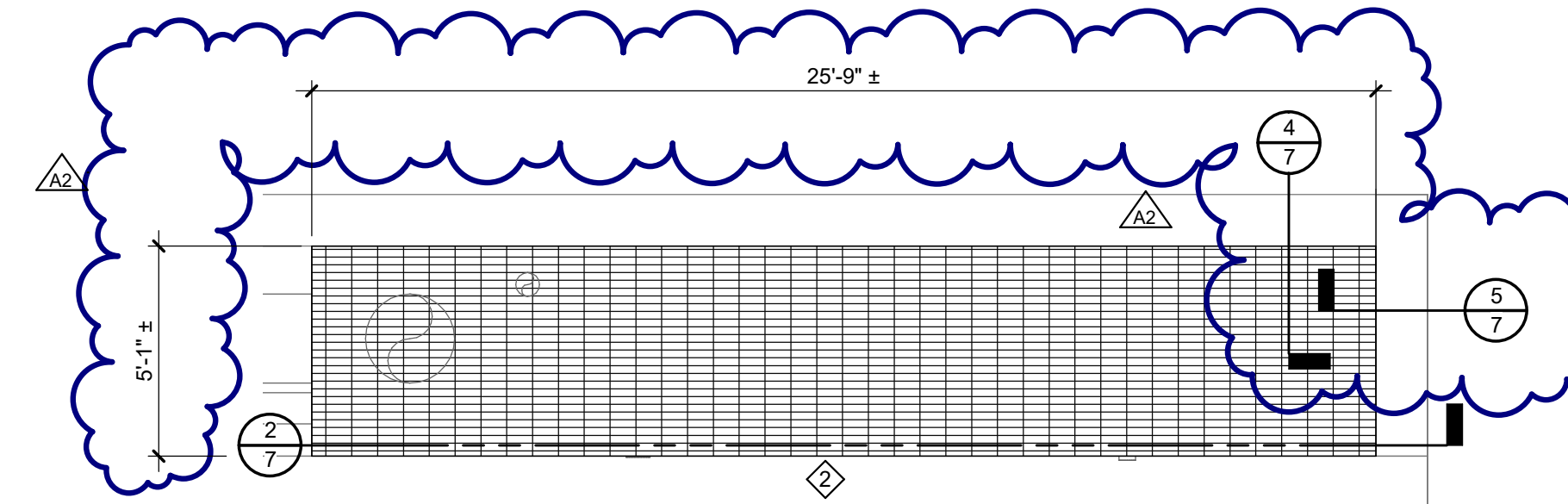
- 1 30" BUTTERFLY VALVE.
- 2 INSTALL PAINTED, GALVANIZED W8X10 GRATING SUPPORTS ACCORDING TO THE DETAIL THIS SHEET AND TO MATCH THE LAYOUT THAT WAS FIELD VERIFIED. INSTALL PAINTED, GALVANIZED W8X10 SUPPORTS AT ENDS OF GRATING AT PENETRATIONS, AND FRAME BACK TO GRATING SUPPORTS SPANNING ACROSS TRENCH. INSTALL PAINTED, GALVANIZED L5X3X1/4 ACCORDING TO THE DETAIL THIS SHEET AT EACH END OF THE TRENCH. ENSURE ENDS OF GRATING SPANS WILL BE SUPPORTED AND THAT GRATING DOES NOT SPAN MORE THAN 4-FEET. INSTALL SALVAGED GRATING ON NEW SUPPORT SYSTEM AND ANCHOR TO SUPPORTS WITH STAINLESS STEEL SADDLE CLIPS IN A CONFIGURATION THAT PERMITS GRATING TO BE REMOVED IN THE FUTURE.
- 3 24" PIPING.
- 4 24" COUPLING.
- 5 30"x24" REDUCER.



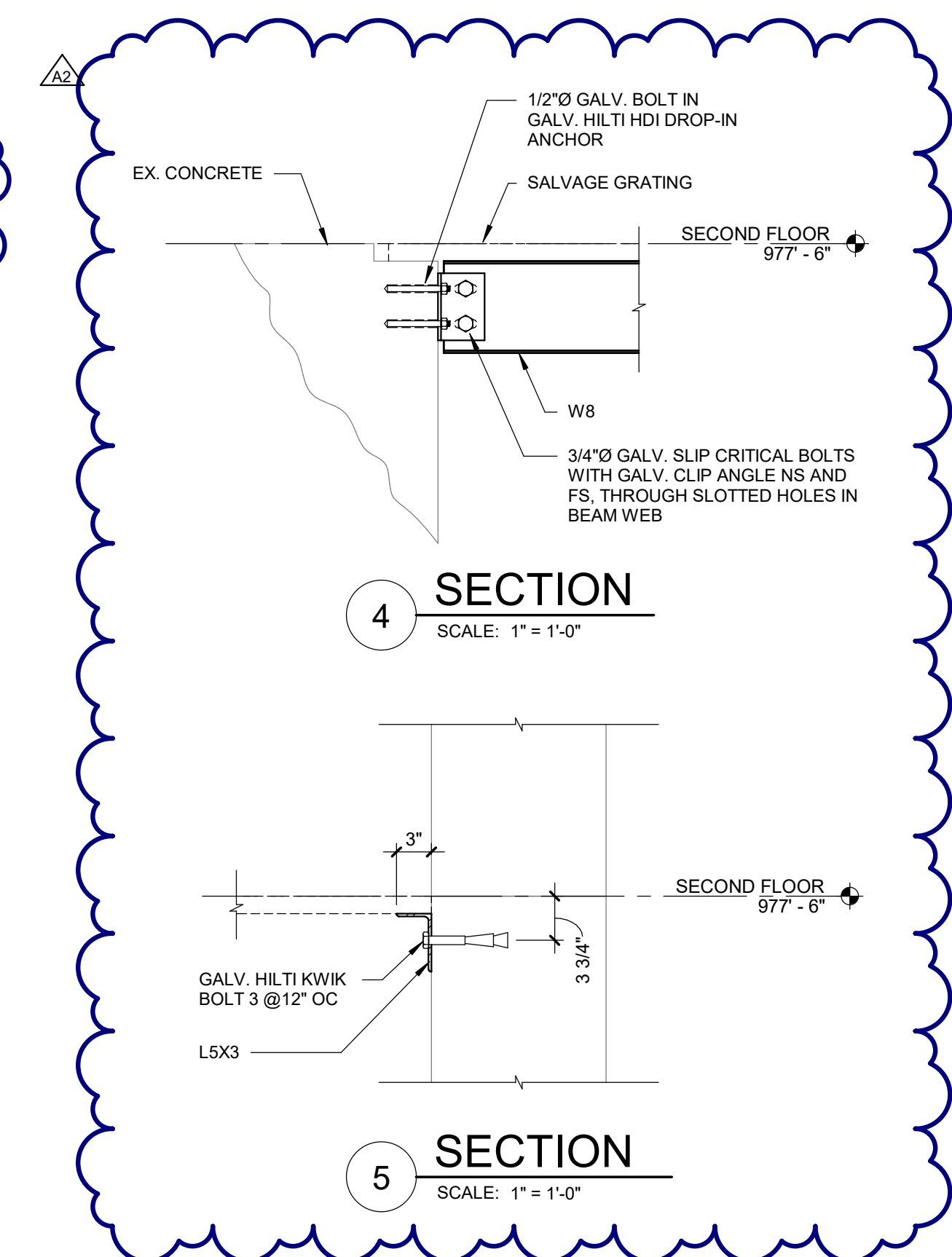
2 SECTION
SCALE: 1/4" = 1'-0"



3 SECTION
SCALE: 1/4" = 1'-0"

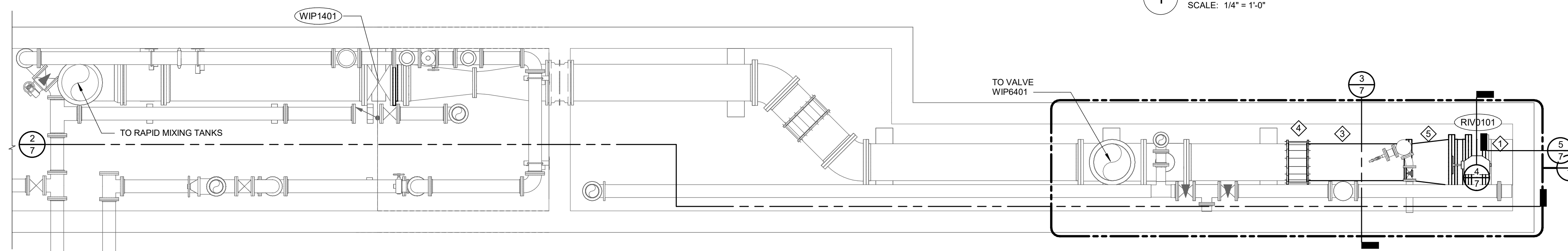


1 UPPER GRATING PLAN
SCALE: 1/4" = 1'-0"



4 SECTION
SCALE: 1" = 1'-0"

5 SECTION
SCALE: 1" = 1'-0"



**WTP - CHEMICAL BUILDING
EQUIPMENT AND PIPING PLAN**
SCALE: 1/4" = 1'-0"
NORTH

REVISIONS	
7/8/2022	A2 ADDENDUM NO. 2

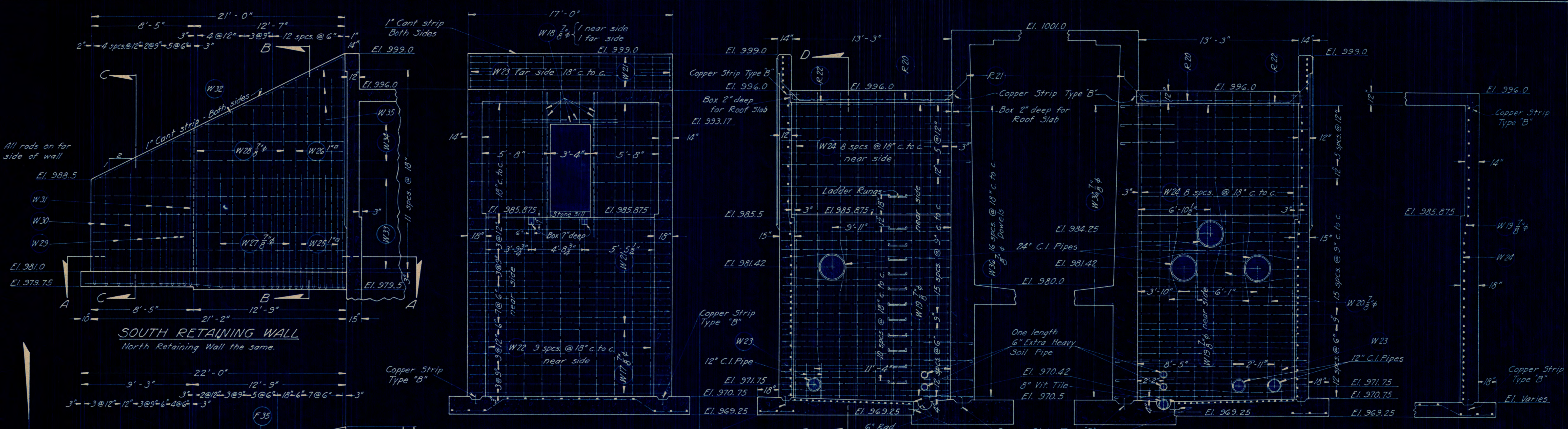
5/25/2022 BIDS AND CONSTRUCTION

Drawn By rsz
Designer js
Reviewer TDM/JV
Manager JS

Hard copy is intended to be 24"x36" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

PROJECT NO.
211162

SHEET NO.



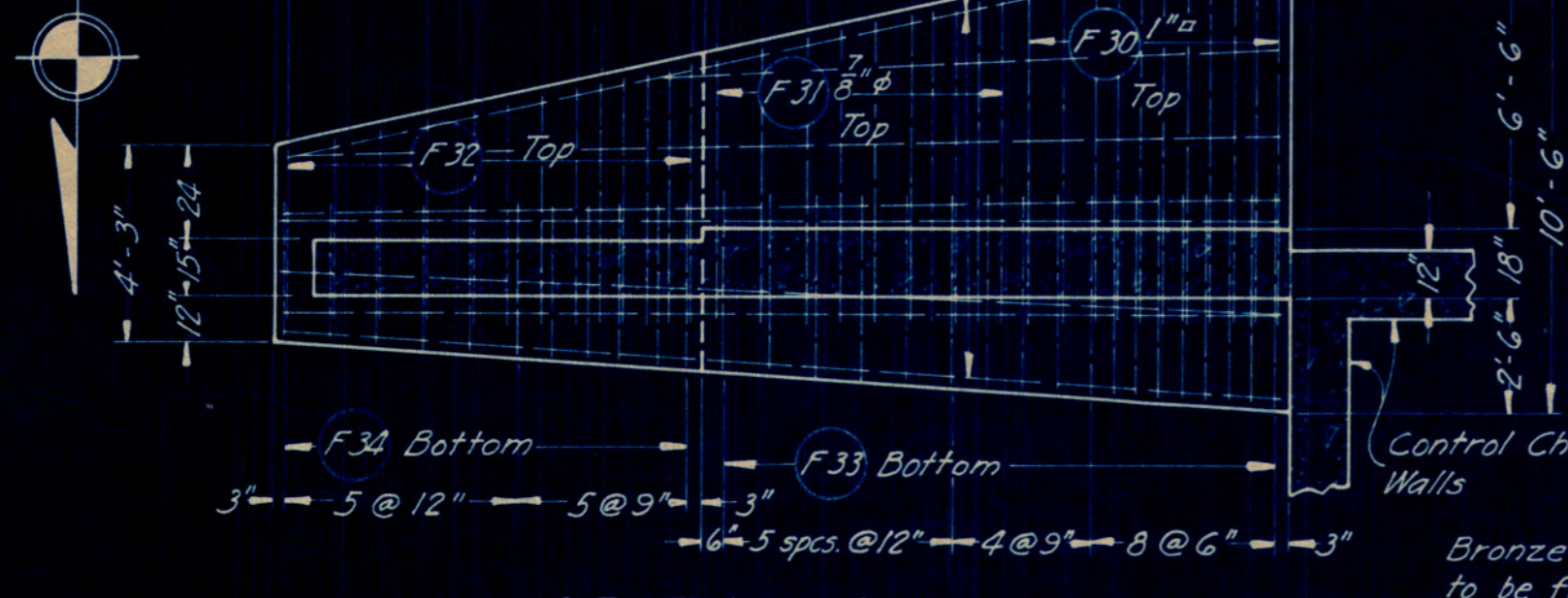
SOUTH RETAINING WALL
North Retaining Wall the same.

EAST WALL LOOKING EAST

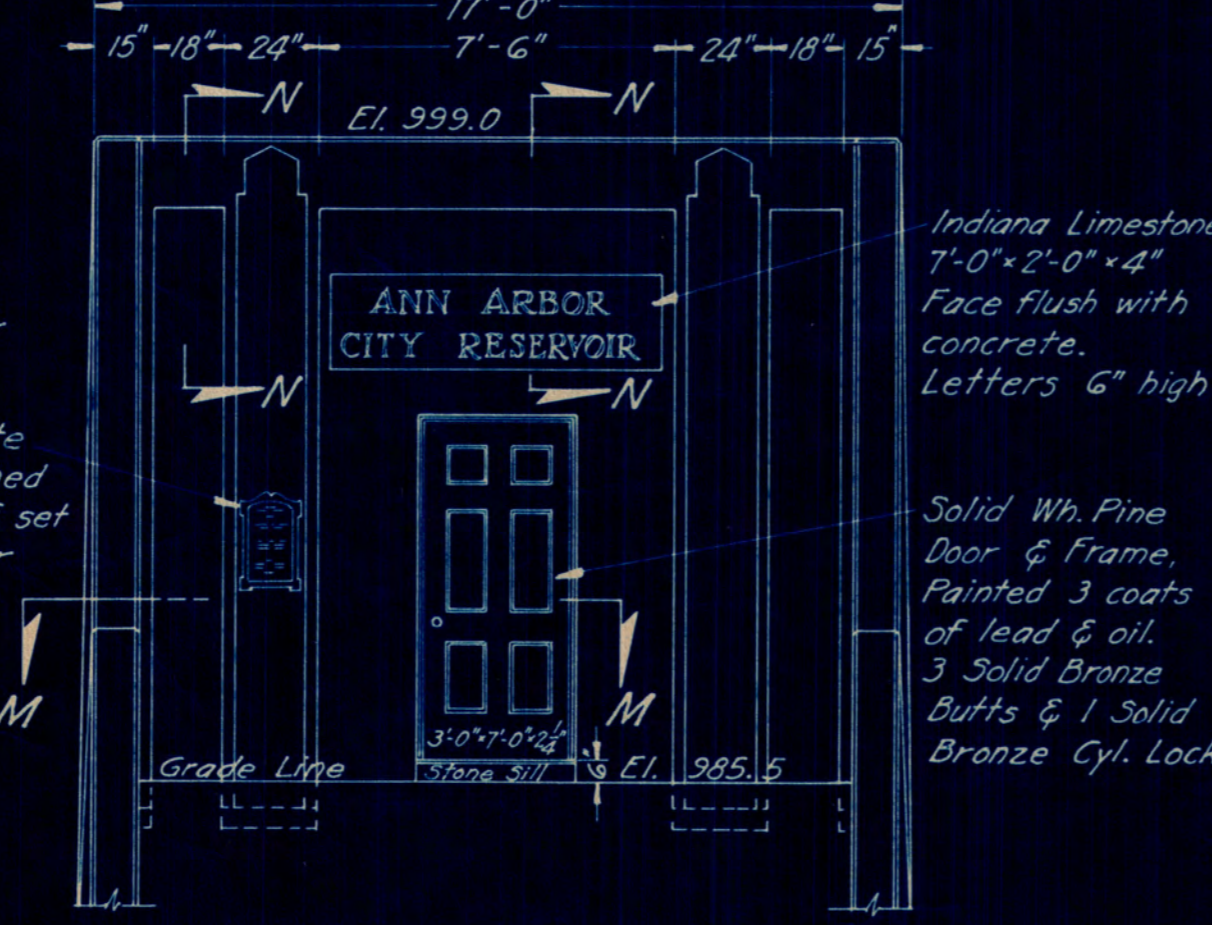
SOUTH WALL LOOKING SOUTH

NORTH WALL LOOKING NORTH

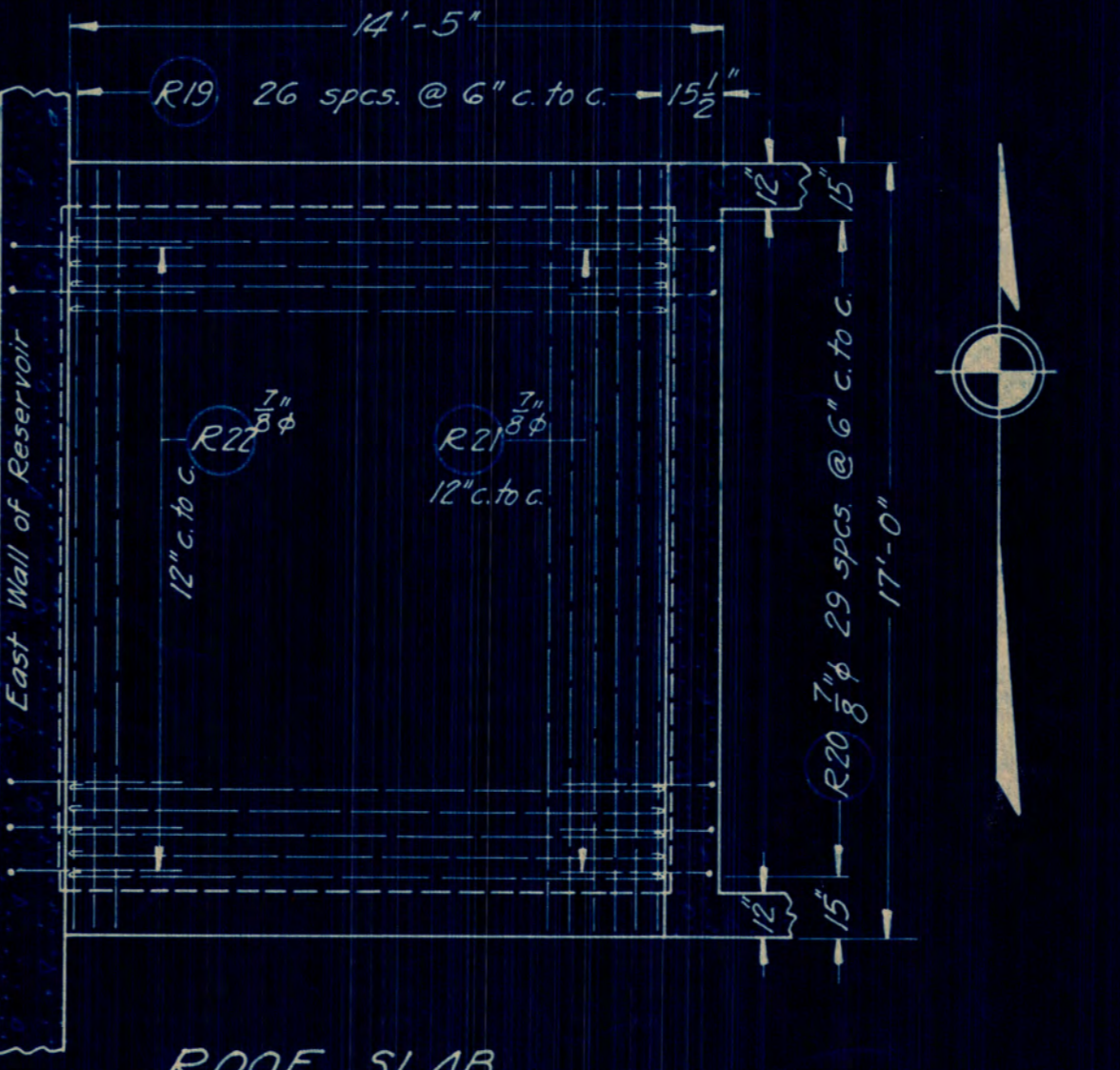
SECTION D-D



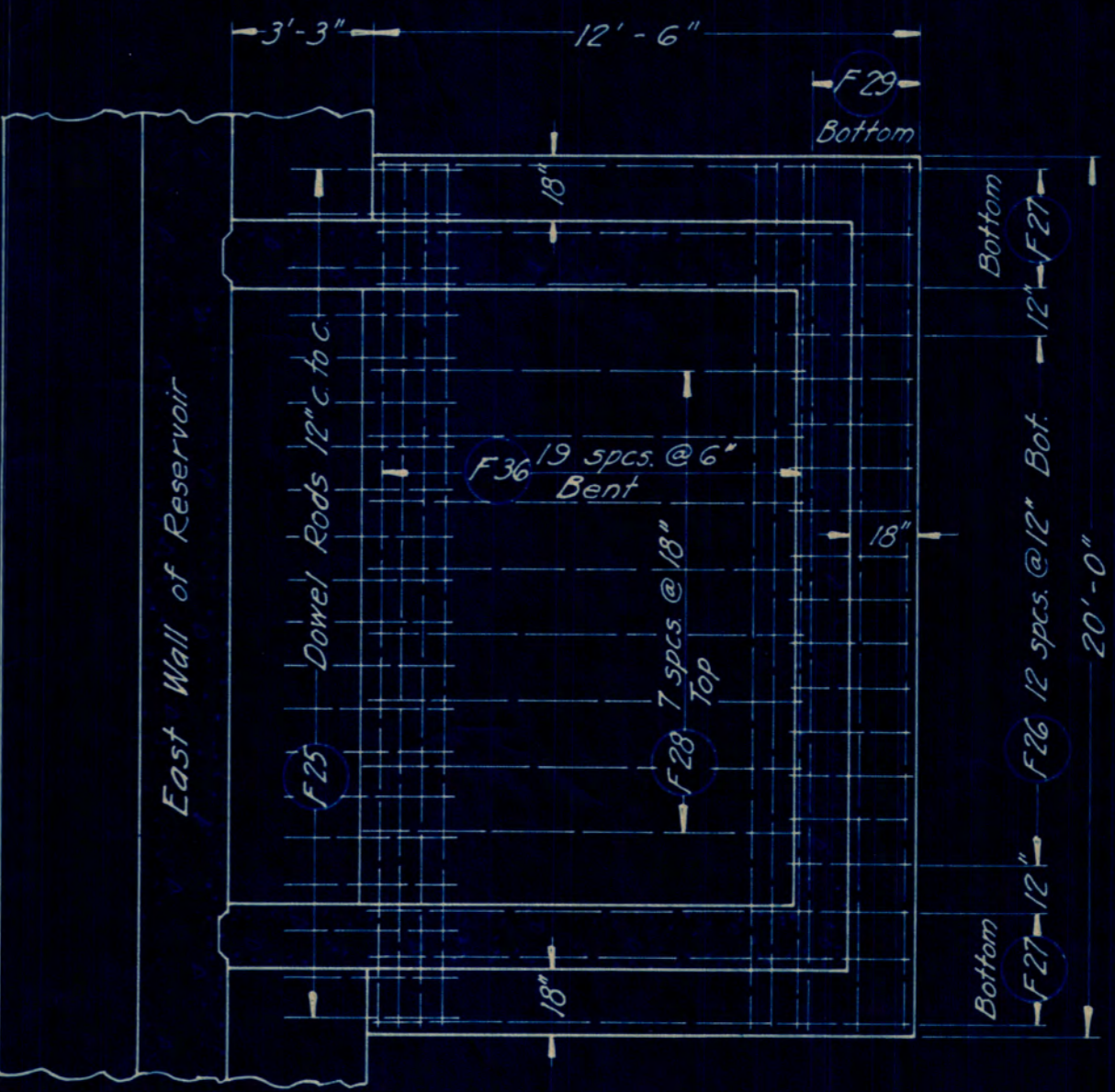
SECTION A-A
SOUTH RETAINING WALL FOOTING



EXTERIOR ELEVATION
EAST WALL - CONTROL CHAMBER



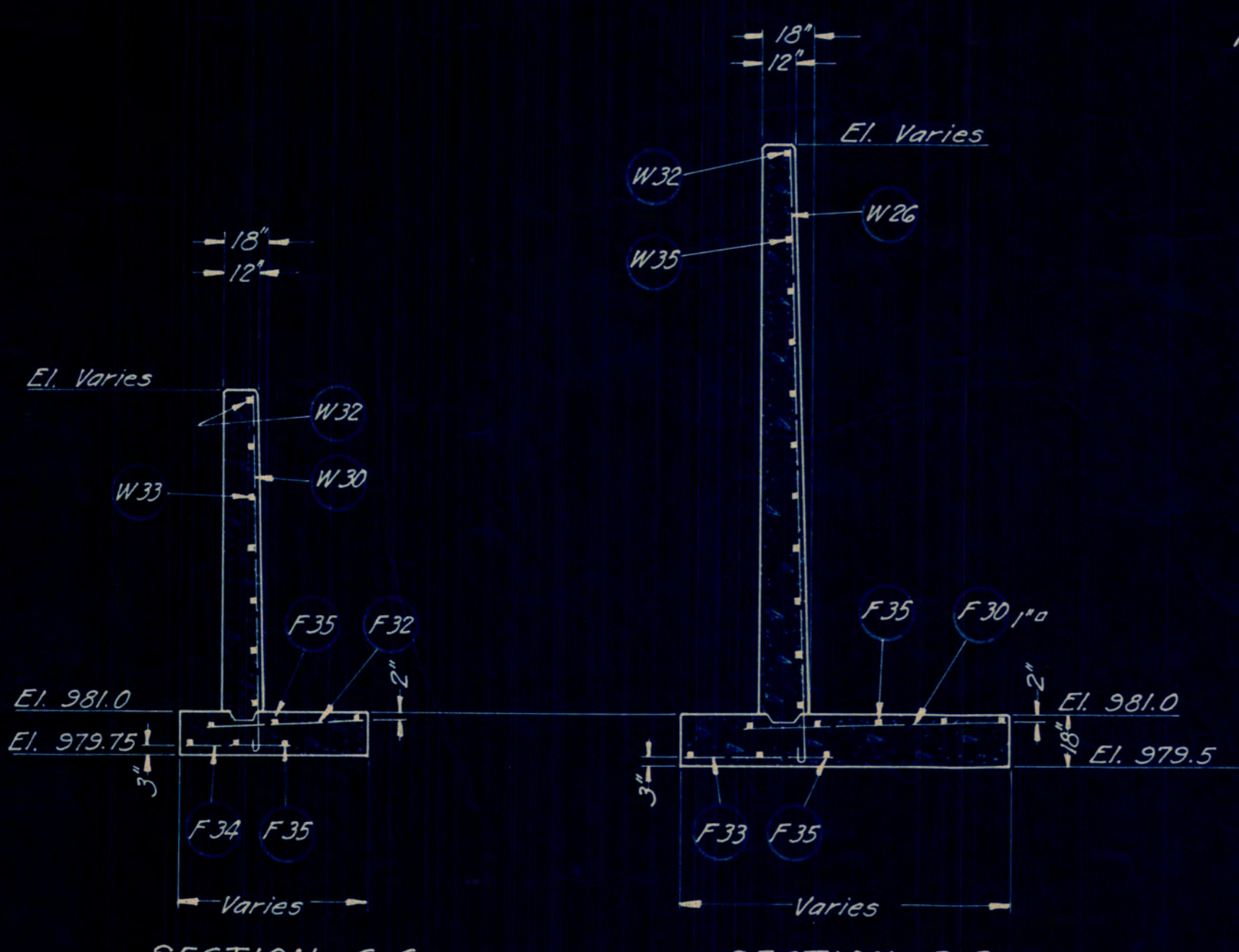
ROOF SLAB



FLOOR SLAB & WALL FOOTINGS

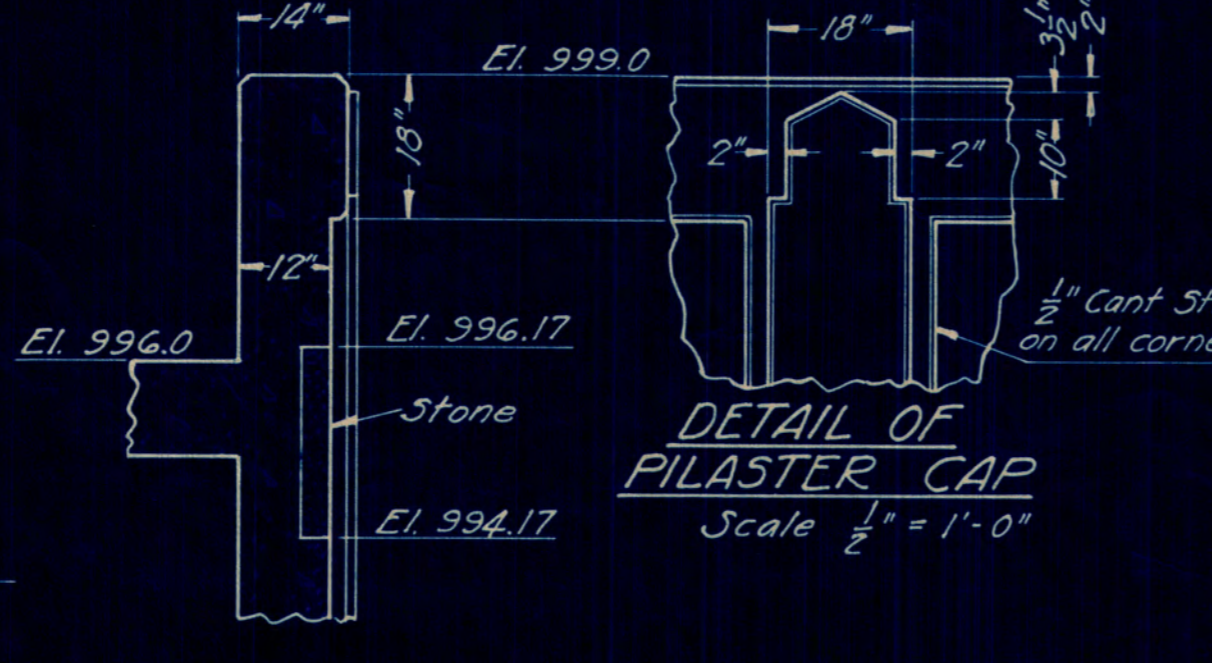
Note: Reinforcing 1/2" Rods, unless noted.

Bar Schedule is shown on Dwg. No. 714.09



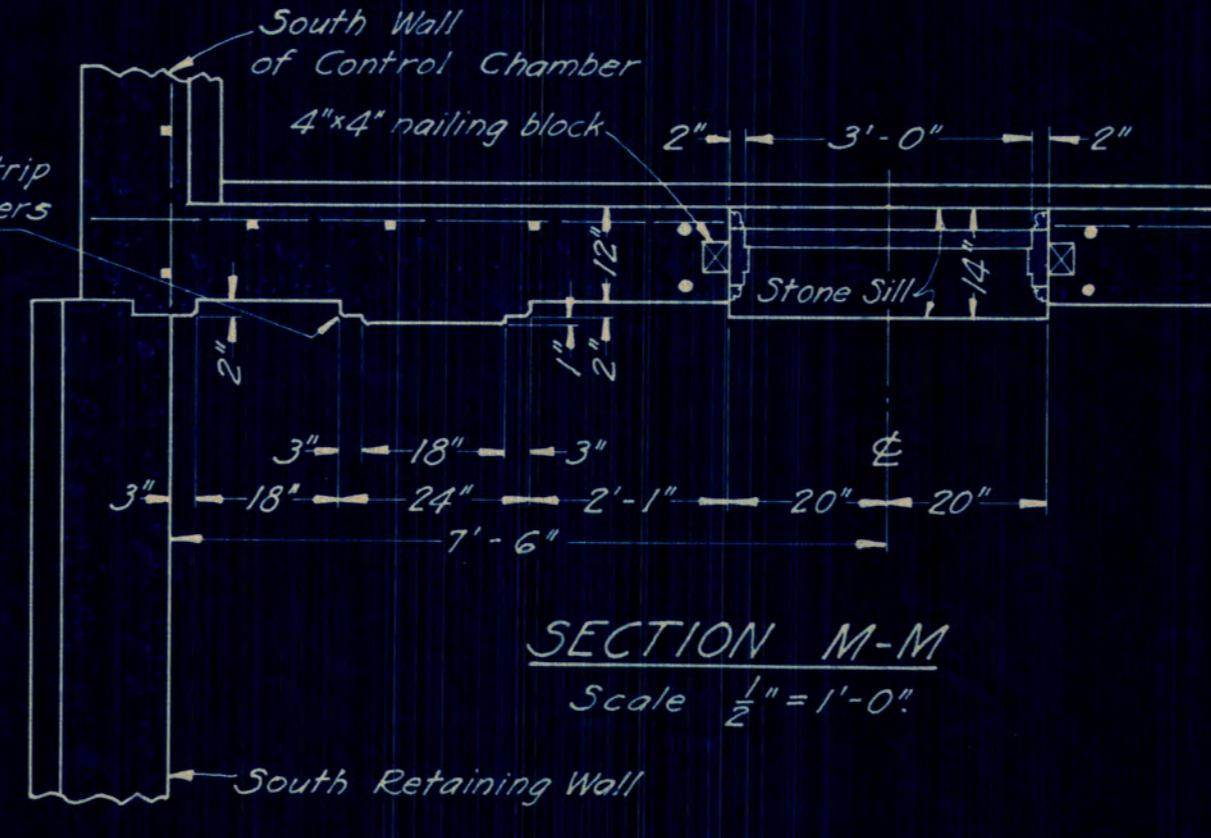
SECTION C-C
SOUTH RETAINING WALL

SECTION B-B
SOUTH RETAINING WALL



SECTION N-N
Scale 1/2" = 1'-0"

DETAIL OF
PILASTER CAP
Scale 1/2" = 1'-0"



SECTION M-M
Scale 1/2" = 1'-0"

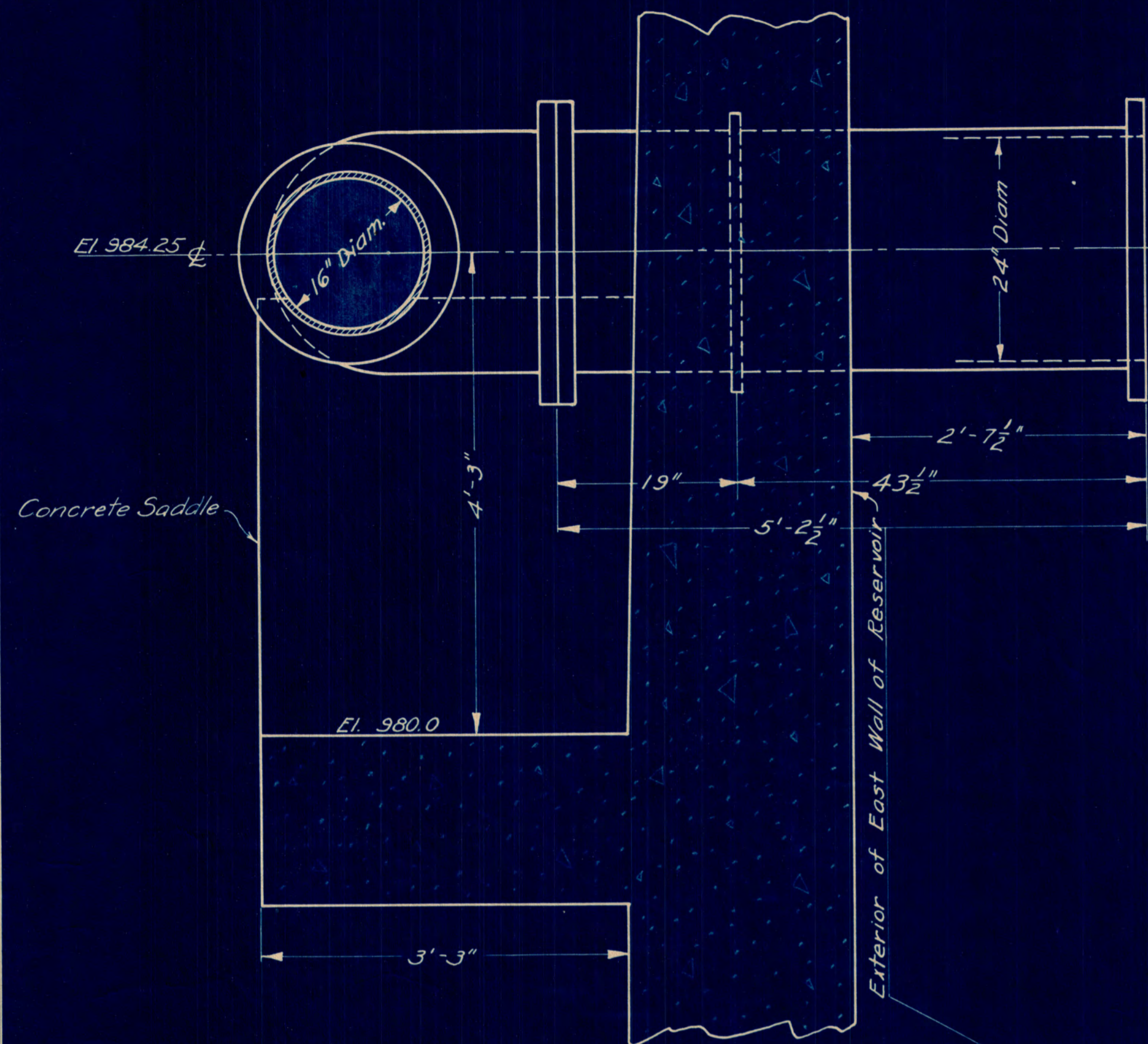
South Retaining Wall

APPROVED

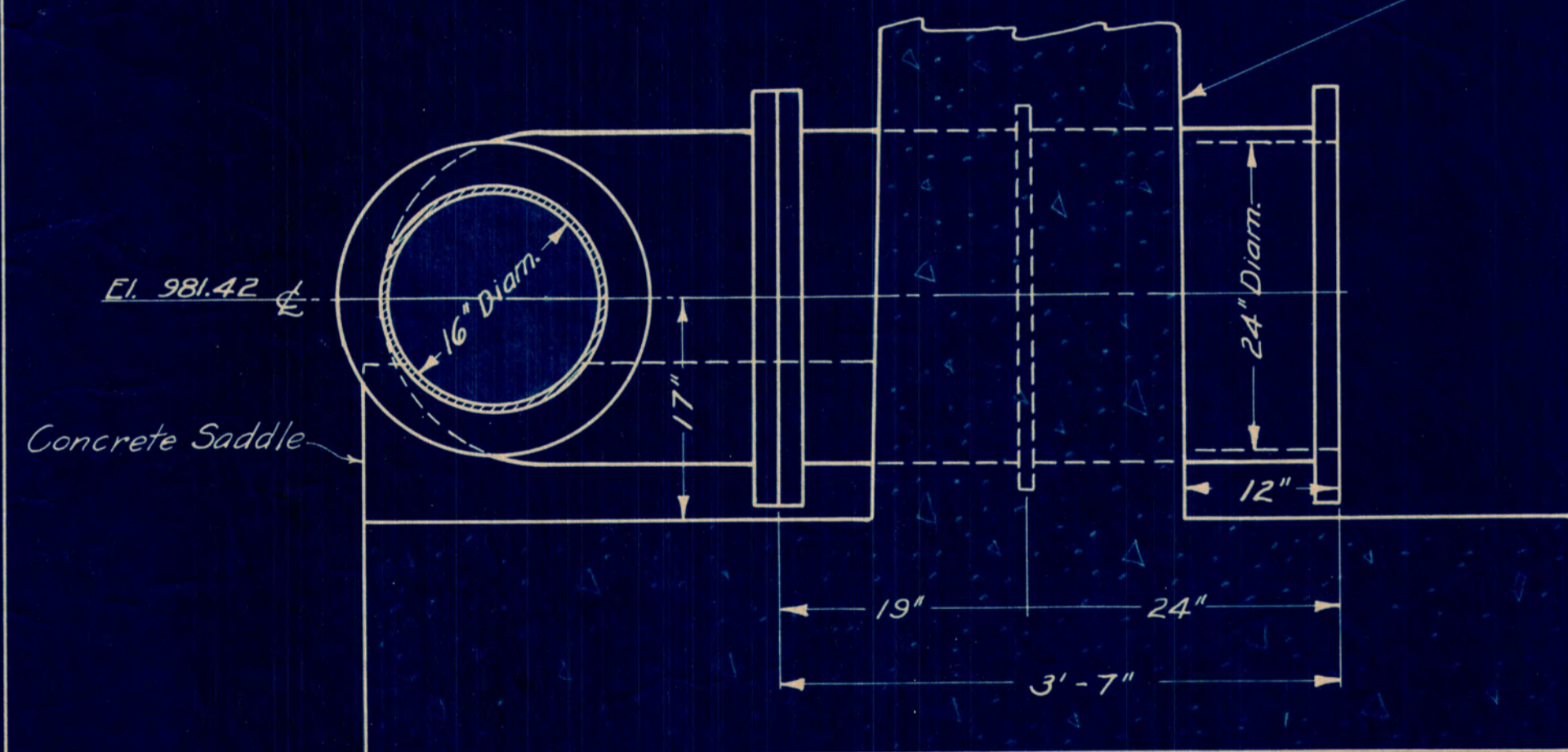
Geo. H. Sanderson
CITY ENGINEER

H. H. Caswell
MGR. WATER DEPT.

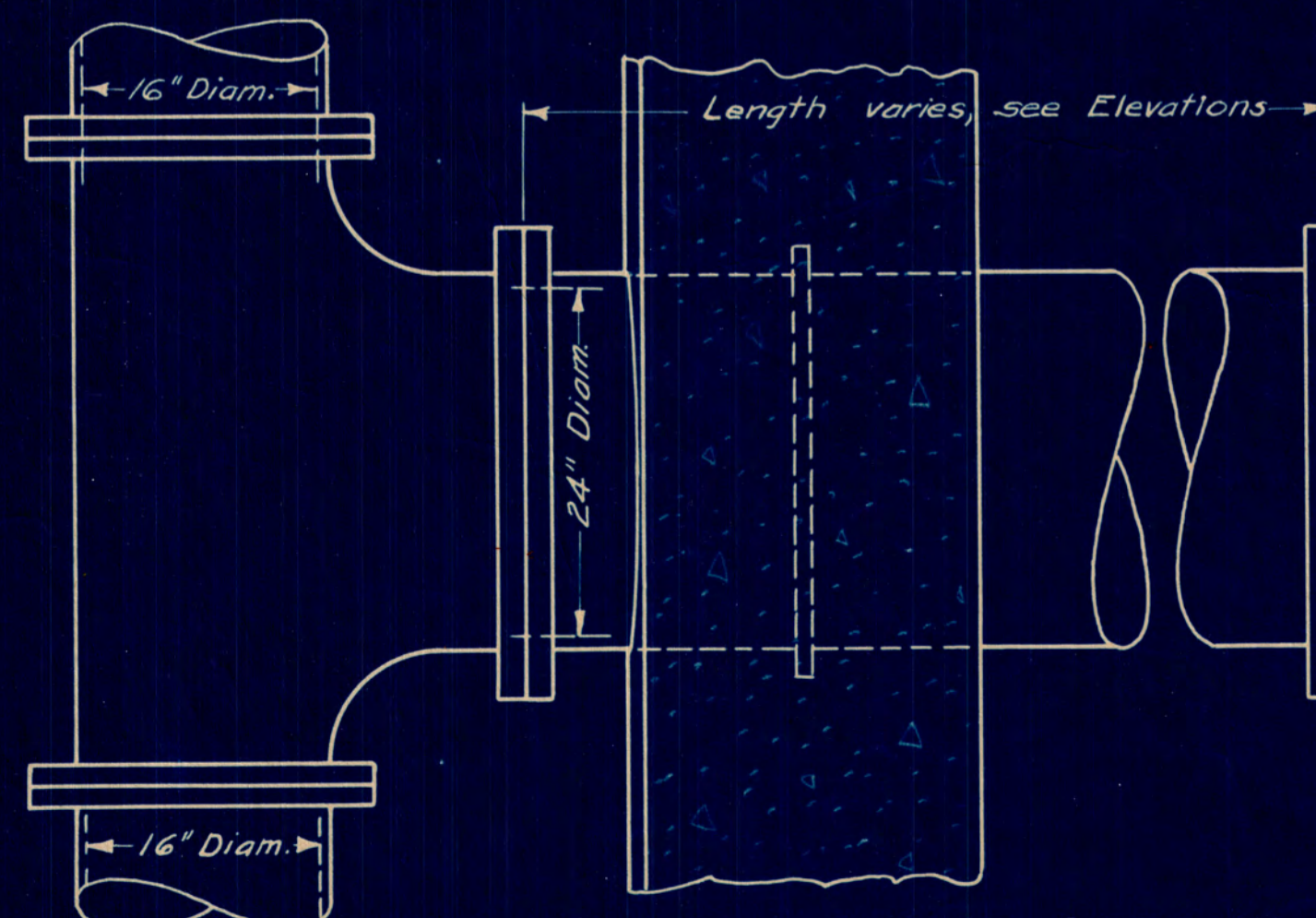
SHEET NO. 71414	ANN ARBOR CITY WATER DEPT.
INDEX NO.	RESERVOIR
SHELF NO.	CONTROL CHAMBER & RETAINING WALLS
SIZE NO.	
SUB. NO.	
DESIGNED BY CARL SANZI	PREPARED BY CITY ENGINEER'S OFFICE
DRAWN BY H.C. TABLER	FOR BOARD OF WATER COMMISSIONERS
TRACED BY "	ANN ARBOR, MICHIGAN
CHECKED BY "	SCALE 1/4" = 1'-0" EXCEPT AS NOTED. JULY 1931.



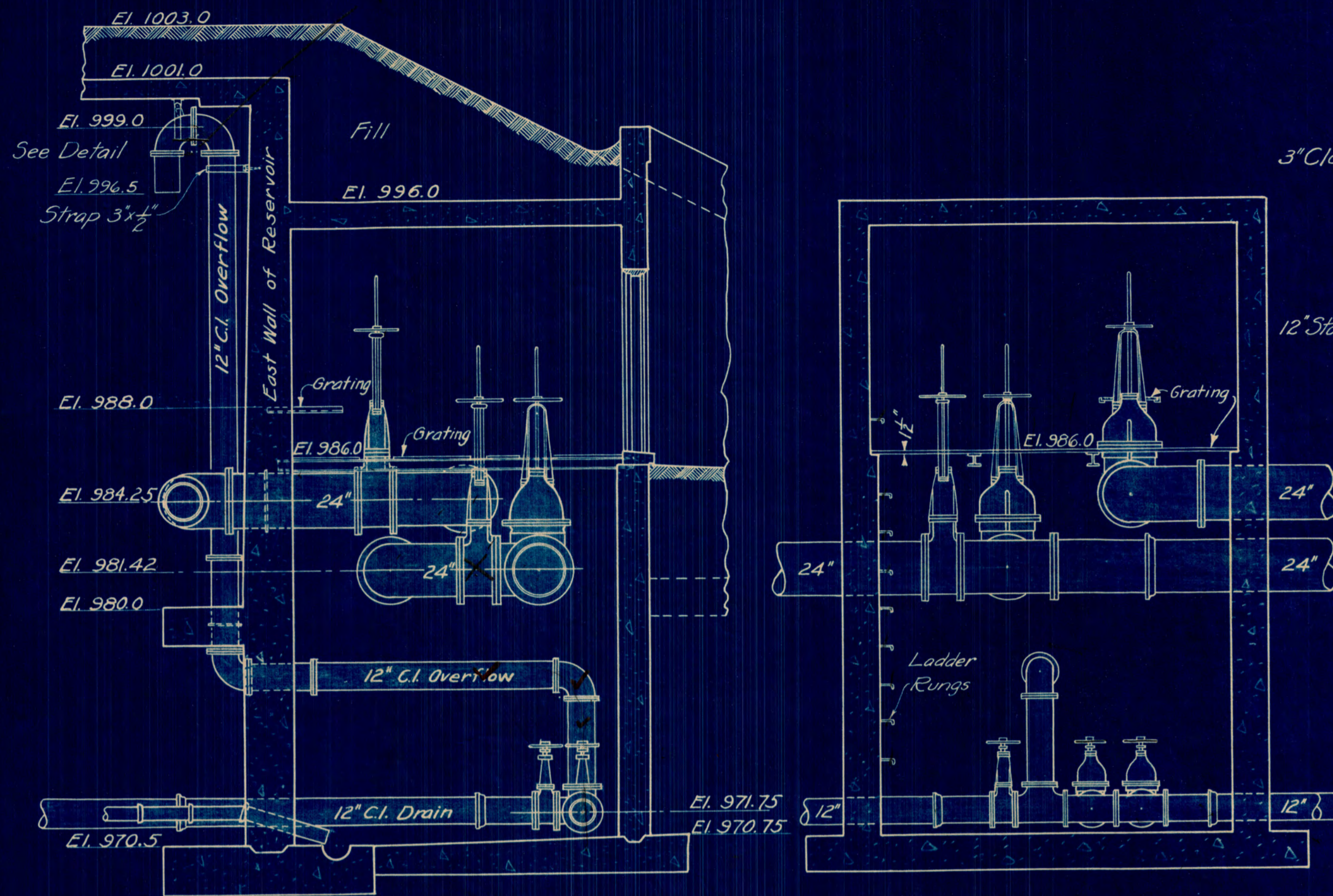
SECTIONAL ELEVATION OF INLET AT UNIT NO. 2



SECTIONAL ELEVATION OF OUTLET AT UNITS NO. 1 & NO. 3

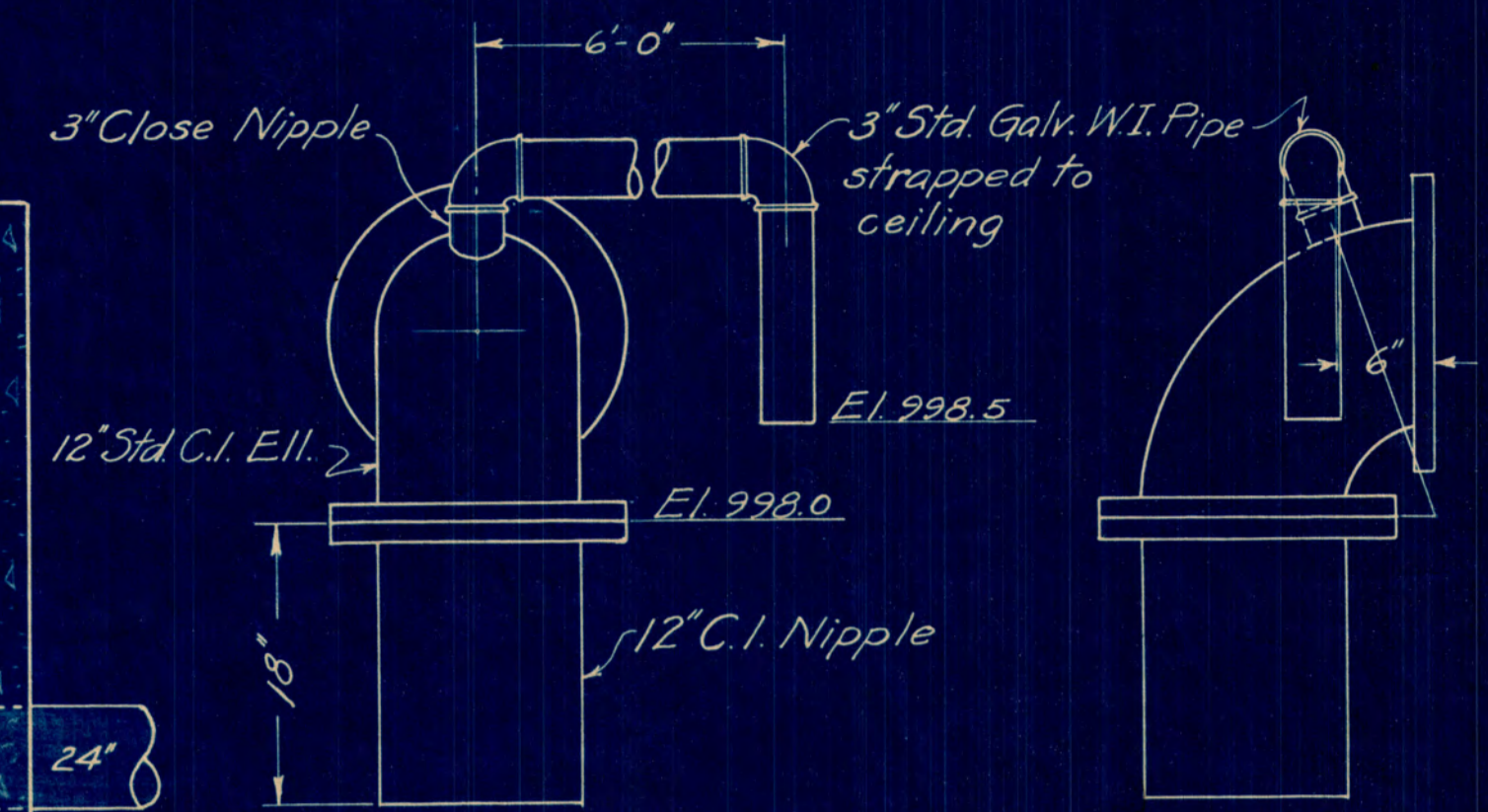


PLAN OF INLET & OUTLET PIPES IN EAST WALL
Scale: 1" = 1'-0"

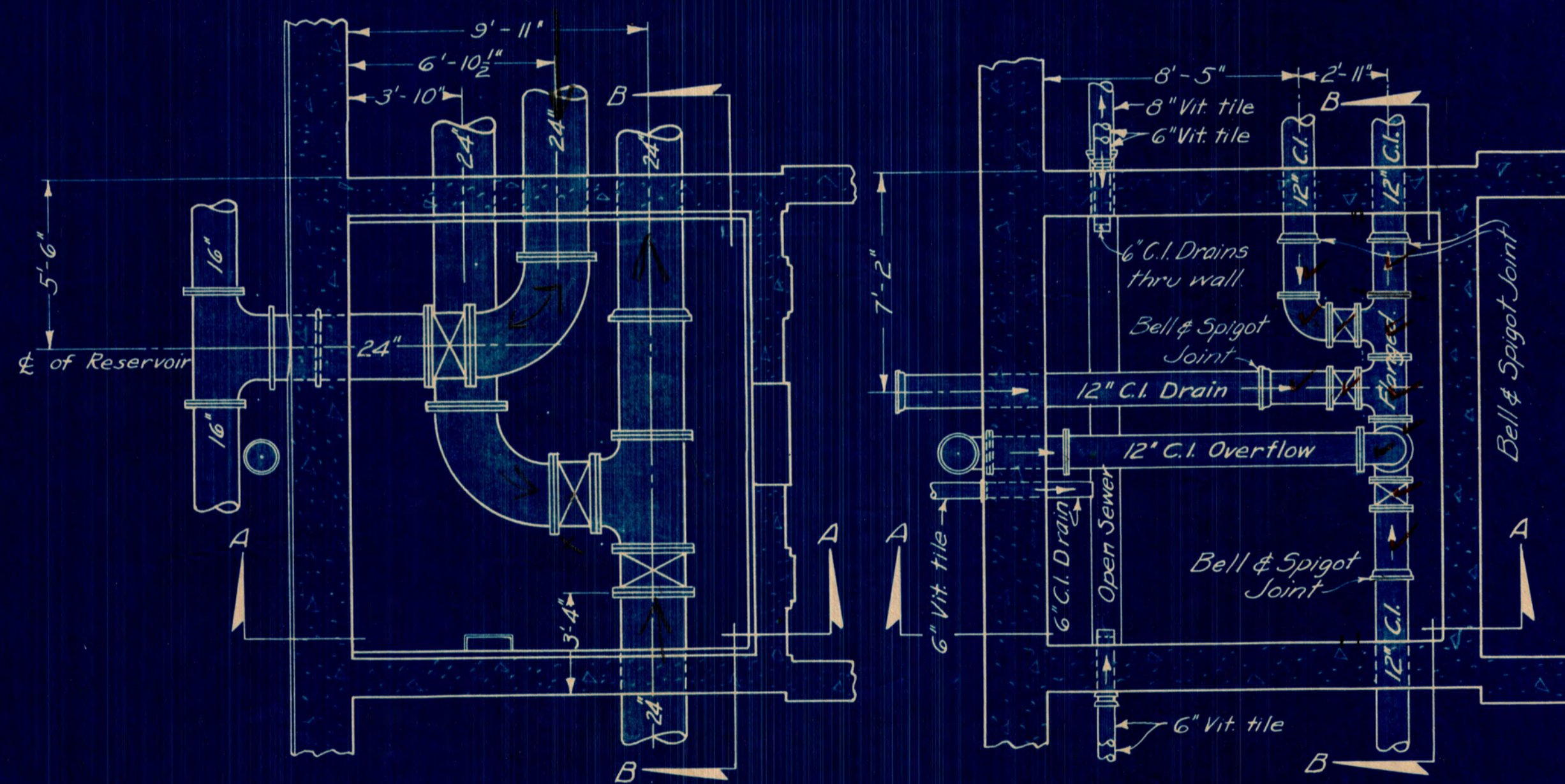


SECTION A-A

SECTION B-B

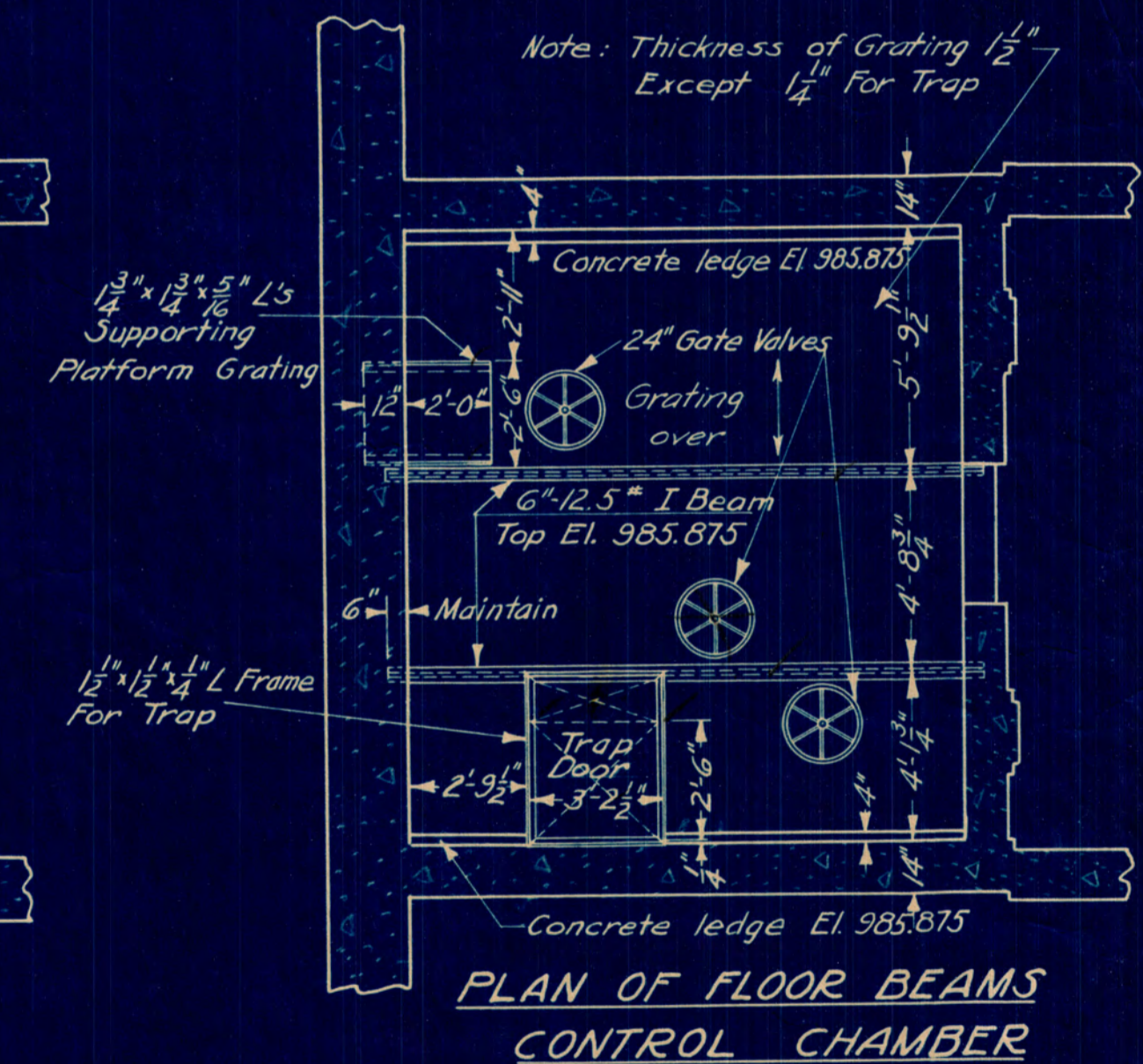


DETAIL OF OVERFLOW
VACUUM BREAKER
Scale: 1" = 1'-0"



PLAN ABOVE EL. 986.0
CONTROL CHAMBER

PLAN ABOVE EL. 971.0
CONTROL CHAMBER

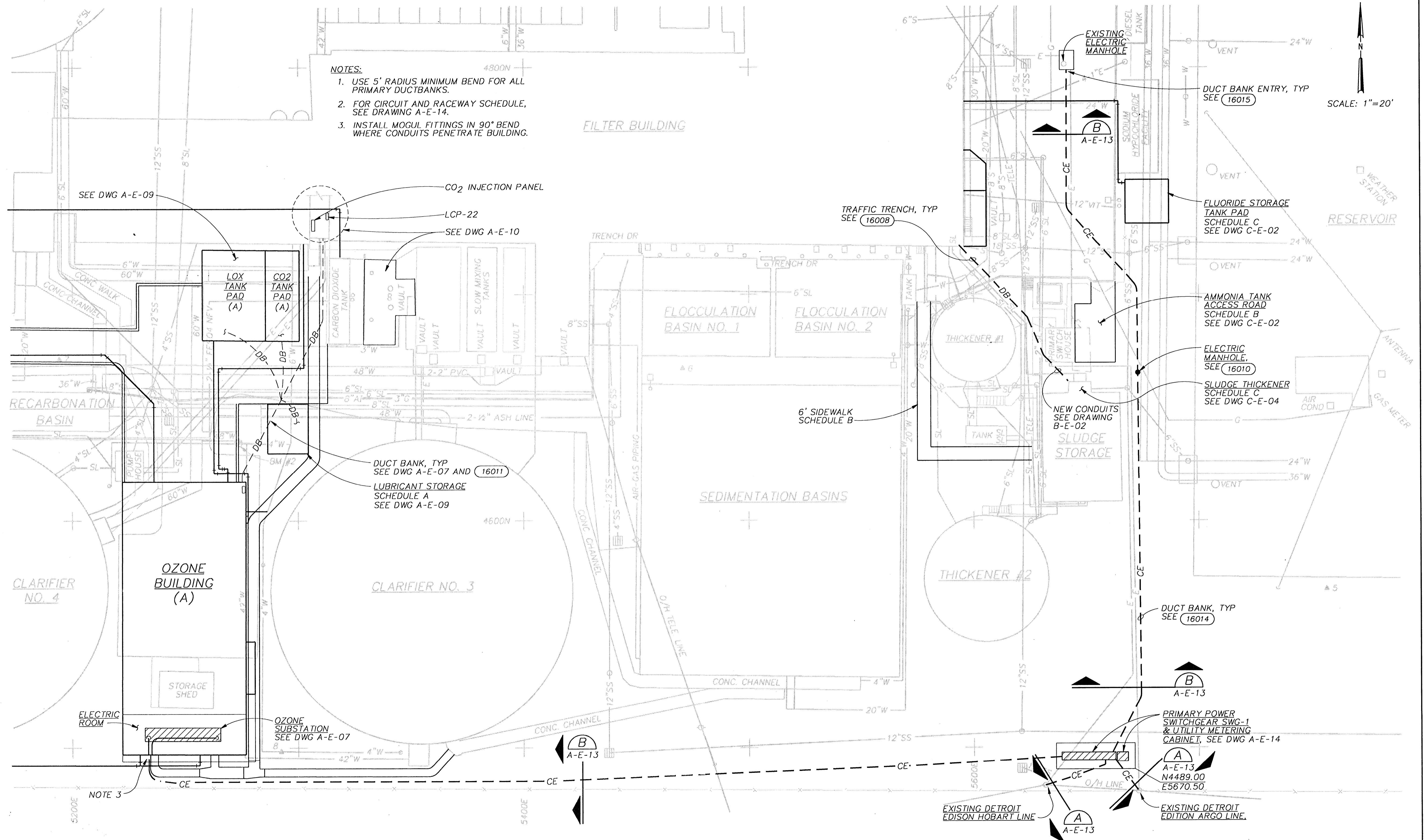


PLAN OF FLOOR BEAMS
CONTROL CHAMBER

SHEET NO. 71415	ANN ARBOR CITY WATER DEPT.
INDEX NO.	RESERVOIR
SHELF NO.	
SIZE NO.	
SUB. NO.	PIPING LAYOUT I
DESIGNED BY CARL SANZI	PREPARED BY CITY ENGINEER'S OFFICE
DRAWN BY H. C. TABLER	FOR BOARD OF WATER COMMISSIONERS
TRACED BY R. HOLLISTER	ANN ARBOR, MICHIGAN
CHECKED BY	SCALE 1/4" = 1'-0" EXCEPT AS NOTED.
	JULY 1931

APPROVED

Geo. H. Sandburgh
CITY ENGINEER
H. H. Caswell
MGR. WATER DEPT.



- NOTES:**
1. USE 5' RADIUS MINIMUM BEND FOR ALL PRIMARY DUCTBANKS.
 2. FOR CIRCUIT AND RACEWAY SCHEDULE, SEE DRAWING A-E-14.
 3. INSTALL MOGUL FITTINGS IN 90° BEND WHERE CONDUITS PENETRATE BUILDING.

SCALE: 1"=20'

SEE DWG A-E-09

CO₂ INJECTION PANEL

LCP-22

SEE DWG A-E-10

TRAFFIC TRENCH, TYP SEE (16008)

FLUORIDE STORAGE TANK PAD SCHEDULE C SEE DWG C-E-02

AMMONIA TANK ACCESS ROAD SCHEDULE B SEE DWG C-E-02

ELECTRIC MANHOLE, SEE (16010)

SLUDGE THICKENER SCHEDULE C SEE DWG C-E-04

DUCT BANK, TYP SEE DWG A-E-07 AND (16011)

LUBRICANT STORAGE SCHEDULE A SEE DWG A-E-09

6' SIDEWALK SCHEDULE B

NEW CONDUITS SEE DRAWING B-E-02

SLUDGE STORAGE

DUCT BANK, TYP SEE (16014)

PRIMARY POWER SWITCHGEAR SWG-1 & UTILITY METERING CABINET, SEE DWG A-E-14

A-E-13
N4489.00
E5670.50

EXISTING DETROIT EDISON HOBART LINE

EXISTING DETROIT EDISON ARGO LINE.

NOTE 3



DSGN	D.M. WILSON
DR	A-C-05 M.A. REICHERT
CHK	J. TURNER
APVD	G.J. SWANSON

NO.	DATE	REVISION	BY	APVD

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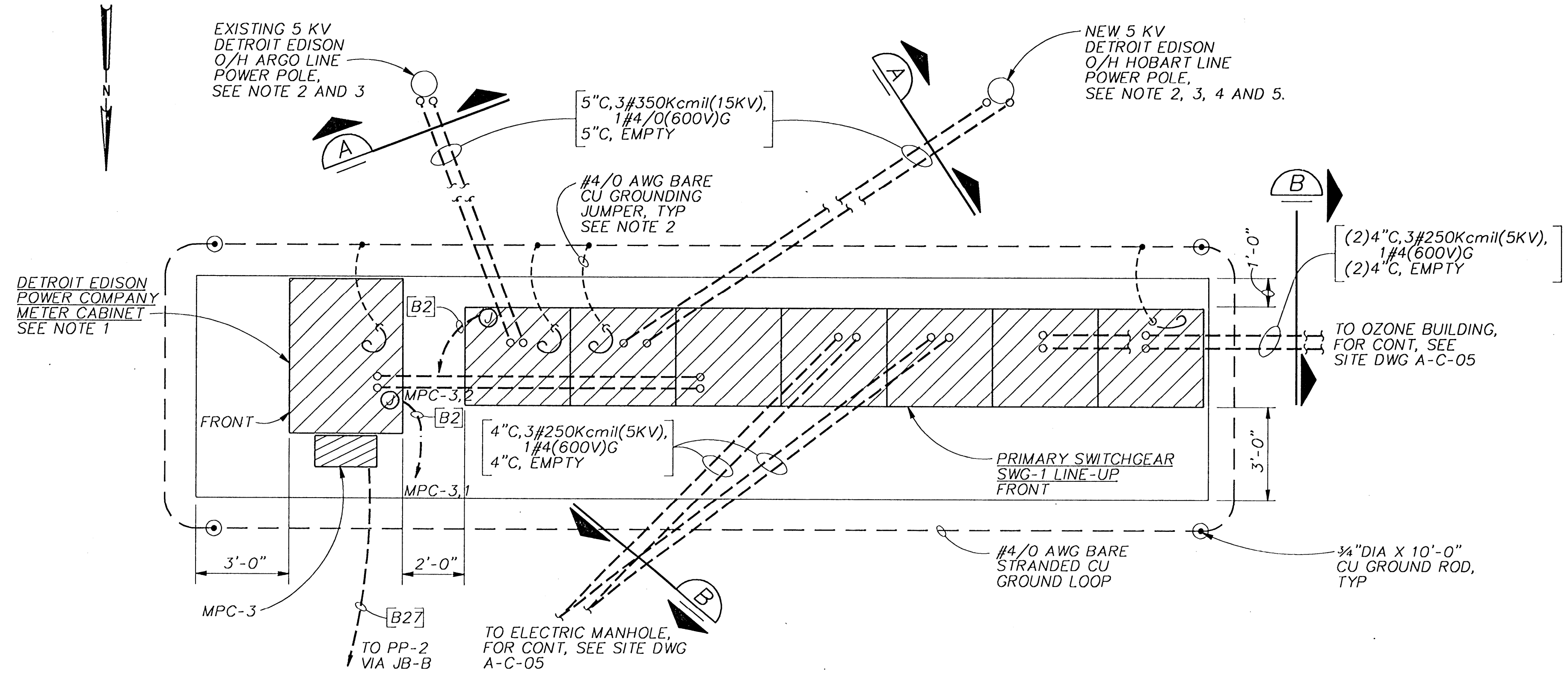
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CITY OF ANN ARBOR, MICHIGAN
WATER PLANT IMPROVEMENTS

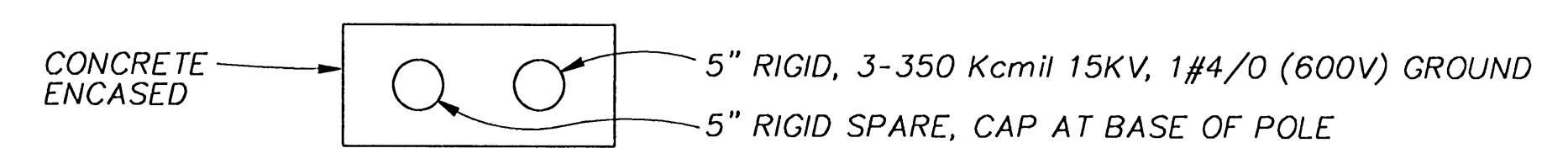
SCHEDULE A - OZONE AND ELECTRICAL IMPROVEMENTS

SITWORK ELECTRICAL SITE PLAN

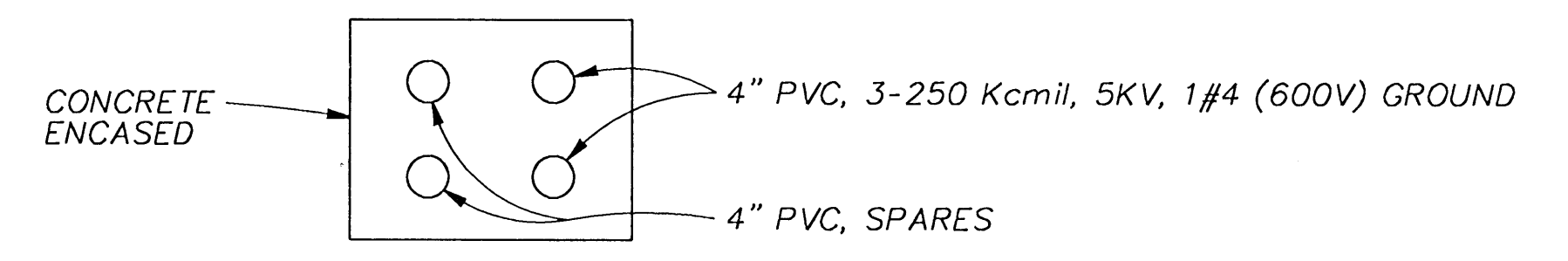
SHEET	19
DWG NO.	A-C-05
DATE	DEC 1993
PROJ NO.	GLO34459



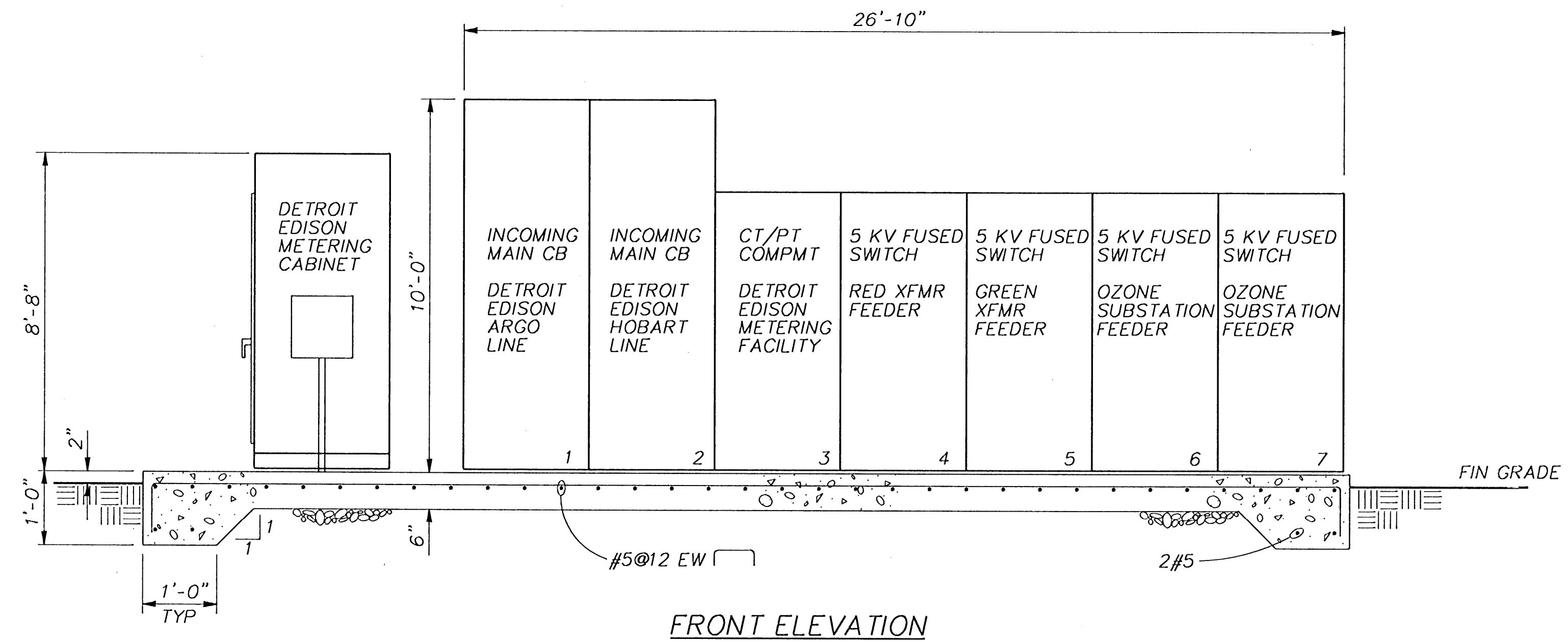
PLAN



SECTION A
NTS A-E-13



SECTION B
NTS A-E-13

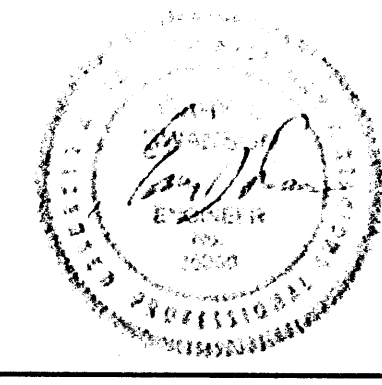


FRONT ELEVATION

**PRIMARY POWER SWITCHGEAR (SWG-1)
& UTILITY METERING FACILITY**
NTS

NOTES:

1. PROVIDE A 4'-6" SQ X 3/4" THK PLYWOOD BACKBOARD WITH A 2 CIRCUIT PANELBOARD, DUPLEX RECEPTACLE AND INCANDESCENT 100 WATT LIGHT SOCKET AND BULB IN A NEMA 3R PAINTED GALVANIZED STEEL, FREESTANDING ENCLOSURE, AS PER DECO SPECIFICATIONS. ENCLOSURE SHALL HAVE A CONTINUOUS HINGED DOOR WITH PADLOCKABLE VAULT TYPE HANDLE AND VENTILATION LOUVERS AT TOP AND BOTTOM OF FRONT PANEL. ENCLOSURE SHALL HAVE ENOUGH SPACE FOR ADDITIONAL 4'-8" X 3'-0" X 3/4" THK PLYWOOD BACKBOARDS. INSTALL INSTALL DECO FURNISHED METERING CABINET ON BACKBOARD AS REQUIRED PER DECO APPROVAL.
2. ROUTE GROUNDING JUMPERS THRU CONCRETE SLAB WITHIN A 3/4" SCH 40 PVC CONDUIT SLEEVE. PROVIDE AN EXTRA 5 FEET OF GROUNDING CABLE COILED FOR FINAL EQUIPMENT GROUND TERMINATION. SEAL ALL FLOOR PENETRATIONS WATERTIGHT WITH APPROVED SEALING COMPOUND.
3. ELBOW UP AND TERMINATE CONDUIT AT THE BASE OF THE DETROIT EDISON POLE. PULL CABLES TO POLE AND LEAVE SUFFICIENT CABLE LENGTH FOR TERMINATION ON POLE BY DECO.
4. MAINTAIN SERVICE FROM EXISTING HOBART POLE AND NEW SERVICE FROM NEW HOBART POLE UNTIL ALL LOADS CAN BE SWITCHED OVER. REMOVE EXISTING CIRCUITS AND RECONNECT ARGO TO NEW SWITCHGEAR.
5. NEW HOBART SERVICE POLE TO BE INSTALLED BY DETROIT EDISON.



DSGN	D.M. WILSON				
DR	A-E-13				
CHK	B.M. WILLIAMS				
APVD	R.E. NAGEL				
	G.J. SWANSON	NO.	DATE	REVISION	BY

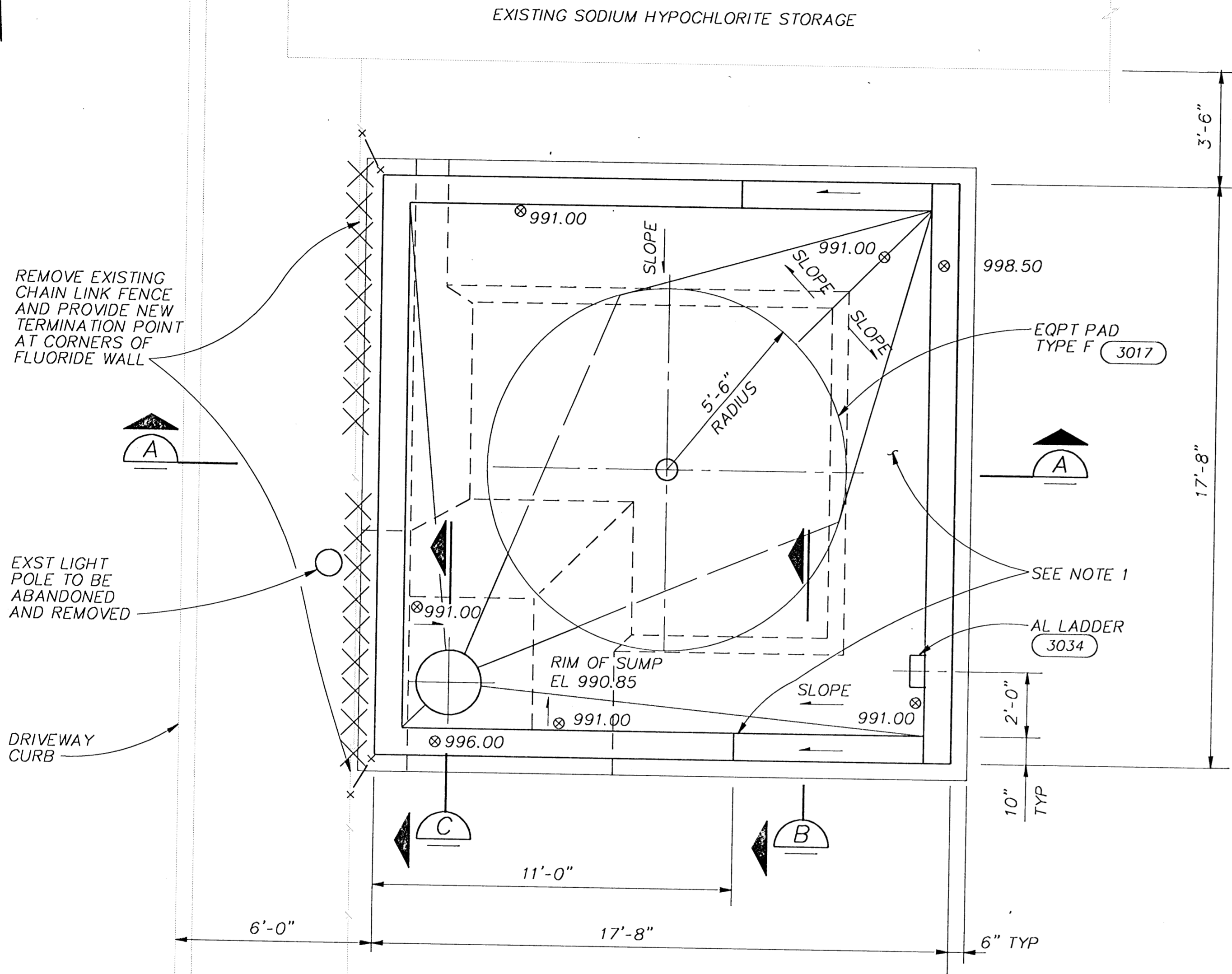
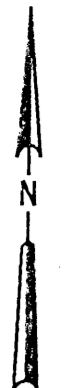
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WATER PLANT IMPROVEMENTS

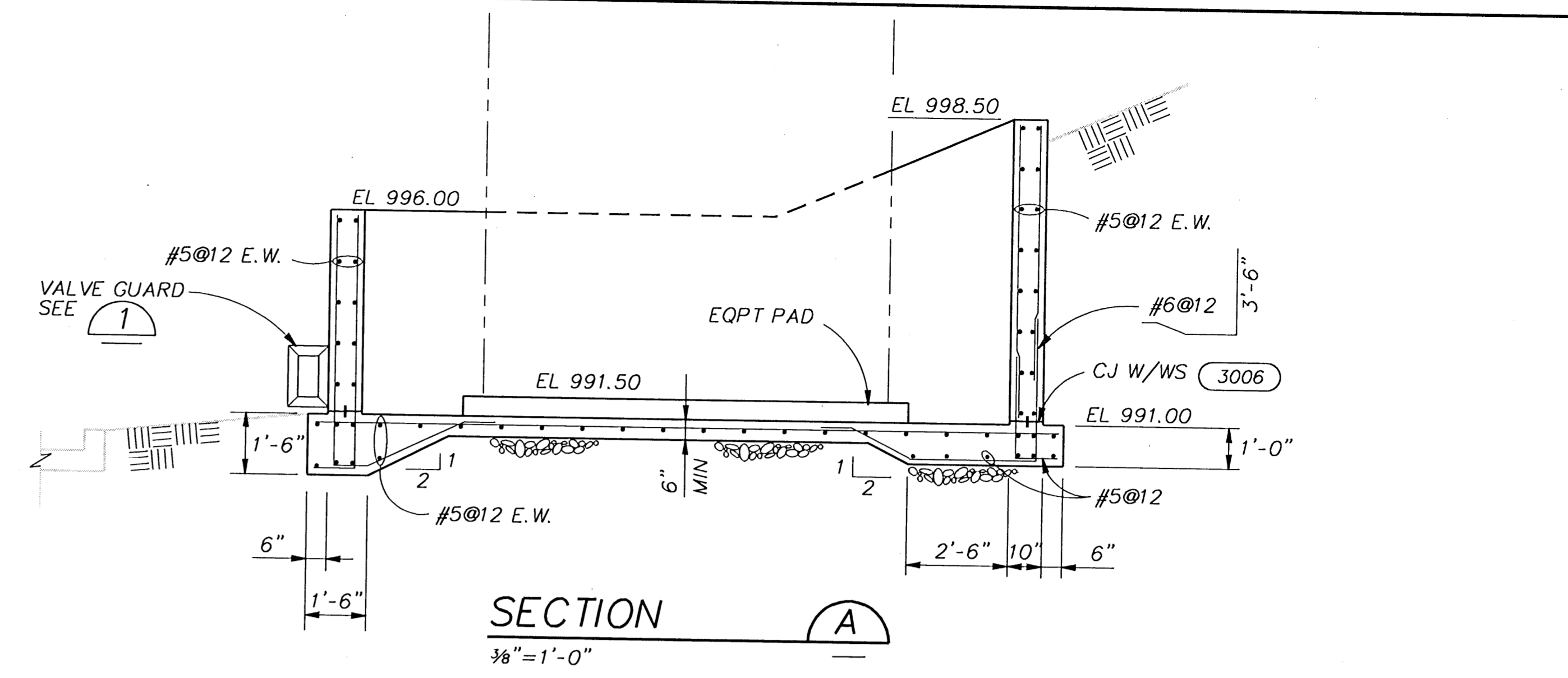
SCHEDULE A - OZONE AND ELECTRICAL IMPROVEMENTS
PRIMARY SWITCHGEAR AND METERING FACILITY PLAN, ELEVATION AND SECTIONS

SHEET	66
DWG NO.	A-E-13
DATE	DEC 1993
PROJ. NO.	GLO34459

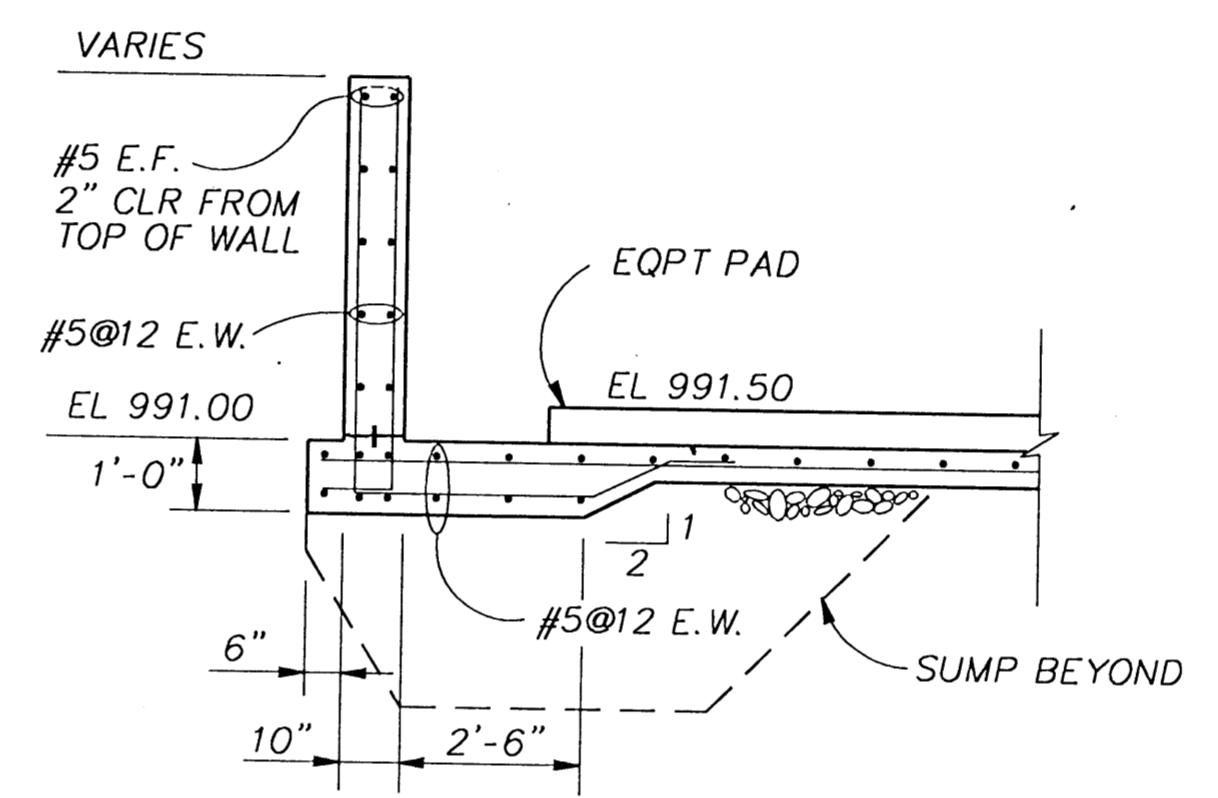


PLAN
3/8" = 1'-0"

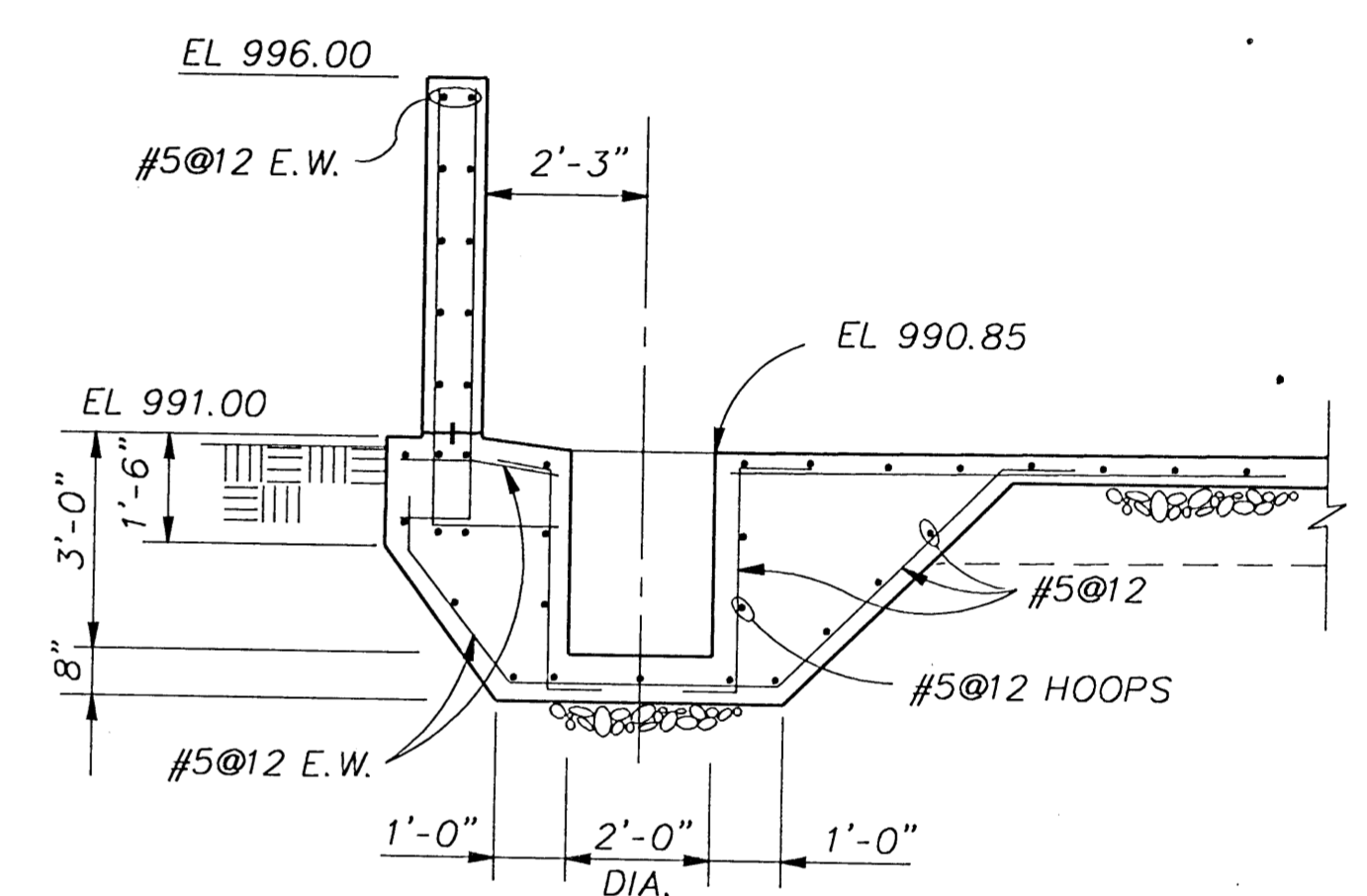
NOTE:
1. ALL AREAS WITHIN THE CONCRETE CONTAINMENT WALLS SHALL BE COATED PER PAINTING SPEC 09900.



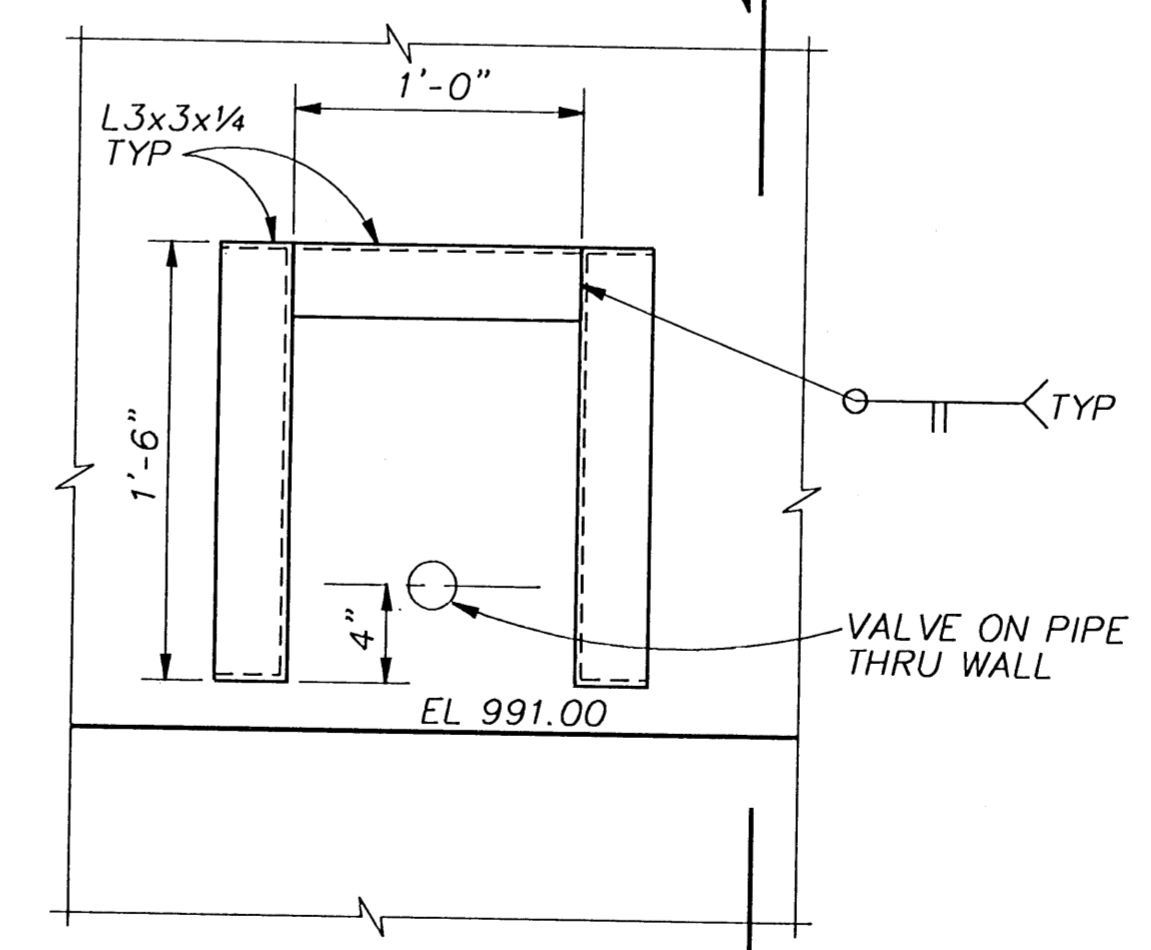
SECTION A
3/8" = 1'-0"



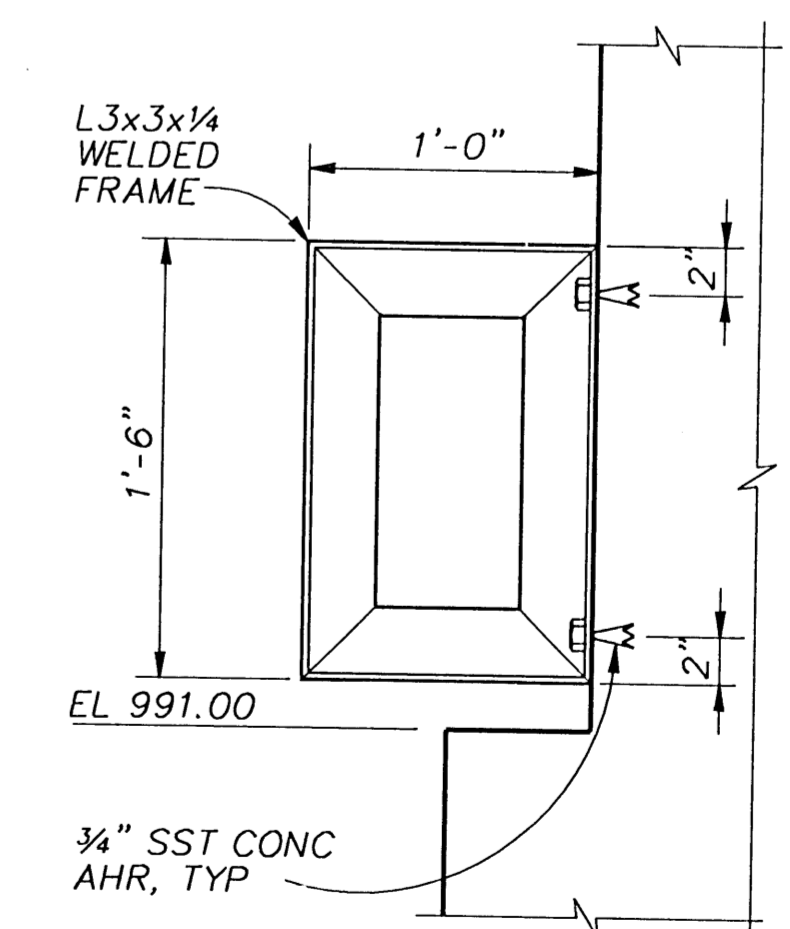
SECTION B
3/8" = 1'-0"



SECTION C
3/8" = 1'-0"



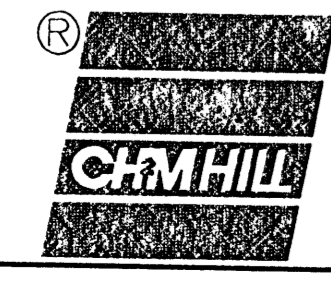
ELEVATION



SECTION

DETAIL 1
1/2" = 1'-0"

Steph P. Wanders



DSGN	M.L. HOYRUP				
DR	C-S-01 R.D. WILKENING				
CHK	S. PITKIN				
APVD	S.P. WANDERS	NO.	DATE	REVISION	BY
					APVD

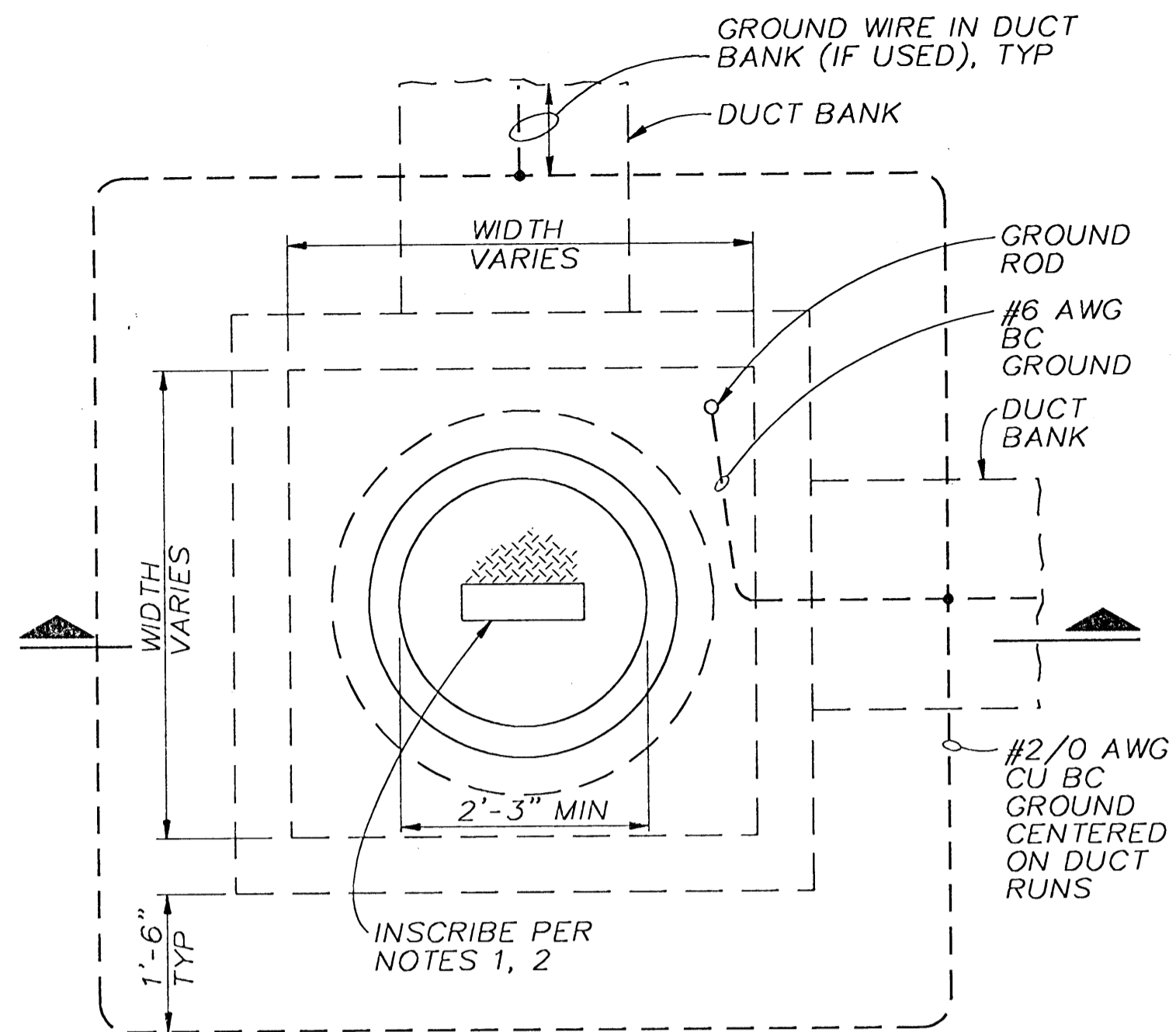
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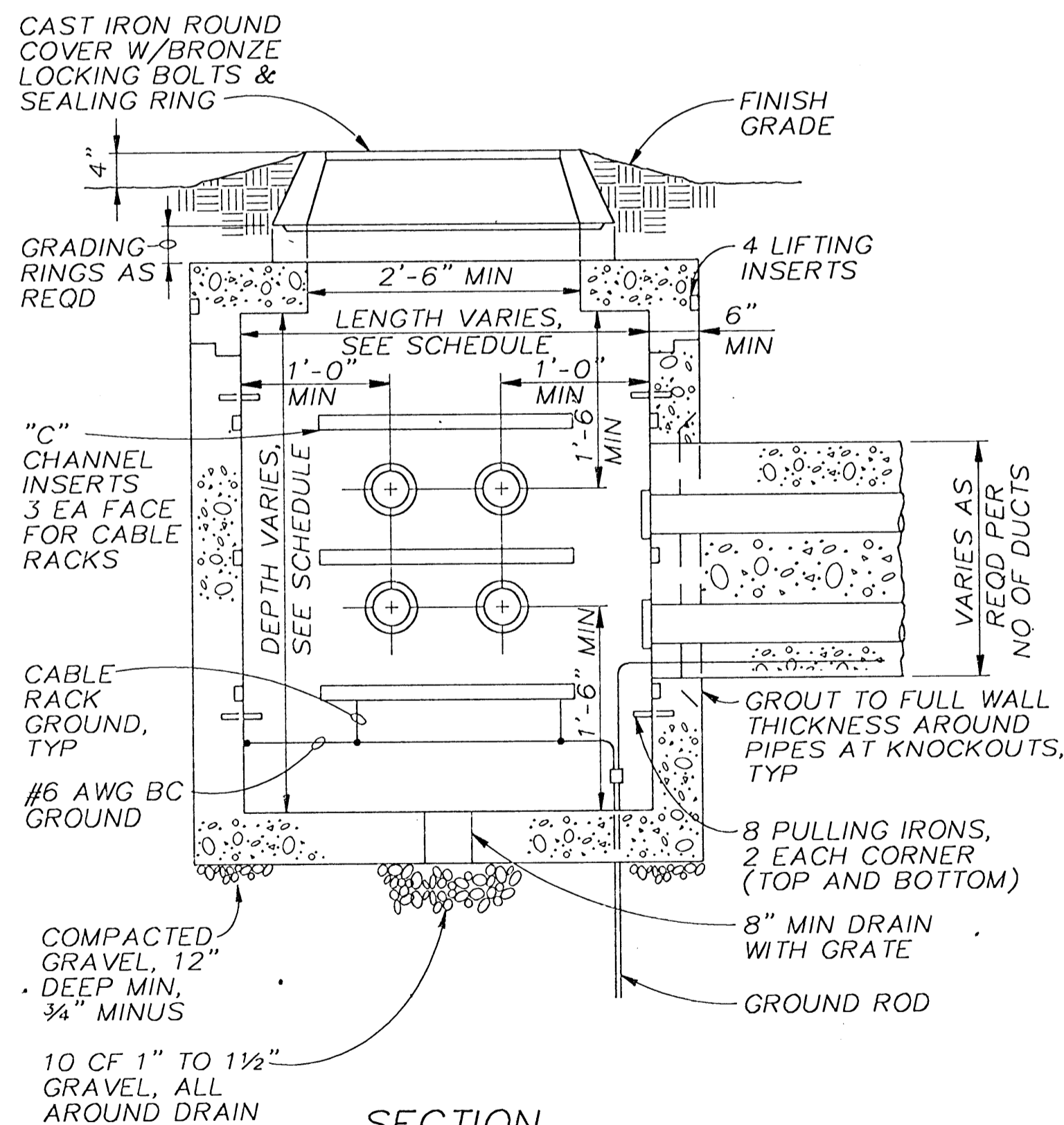
SCHEDULE C - PROCESS IMPROVEMENTS
**STRUCTURAL
FLUORIDE FACILITY
PLAN, SECTIONS AND DETAIL**

SHEET 178
DWG NO. C-S-01
DATE DEC 1993
PROJ. NO. GLO34459



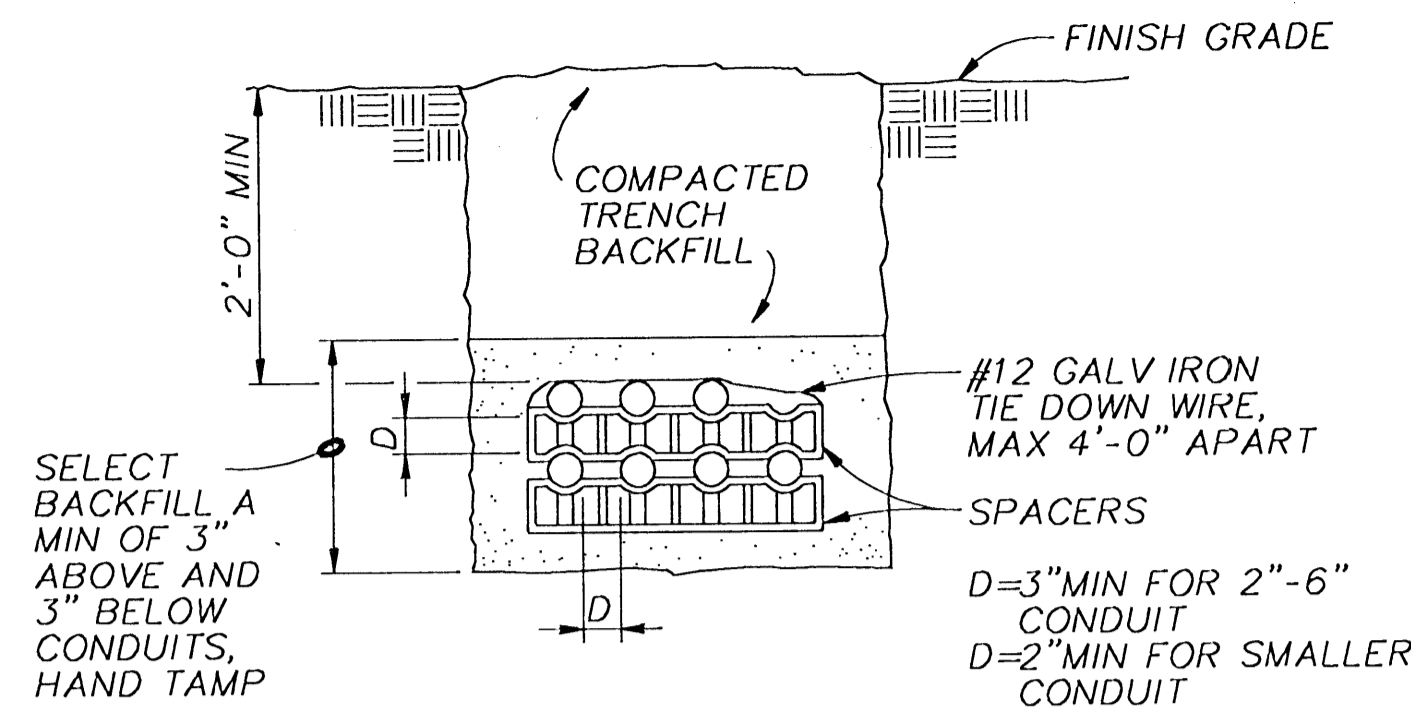
- NOTES:**
1. INSCRIBE "ELECTRICAL HIGH VOLTAGE" IF ANY CIRCUIT IN MANHOLE IS ABOVE 600V.
 2. INSCRIBE "ELECTRICAL LOW VOLTAGE" IF ALL CIRCUITS IN MANHOLE ARE 600V OR LESS.

PLAN



SECTION
TYPICAL MANHOLE WITH GROUNDING
NTS

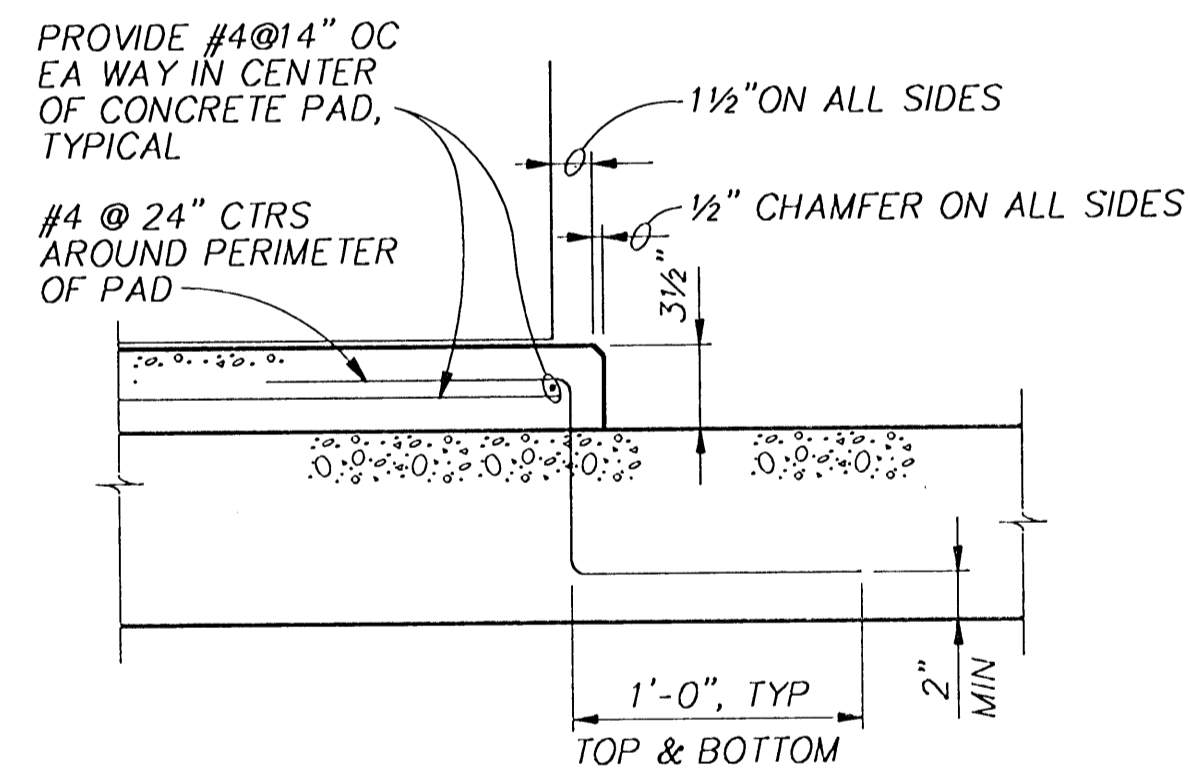
16010



TYPICAL UNDERGROUND CONDUIT

NTS

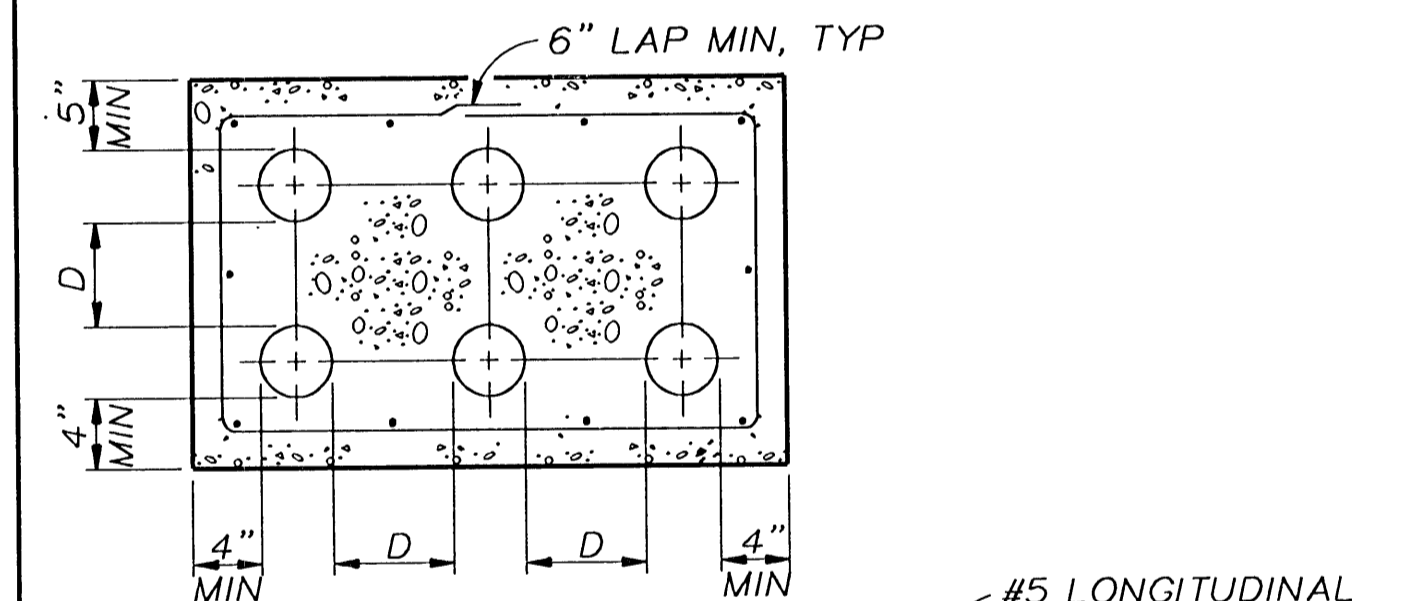
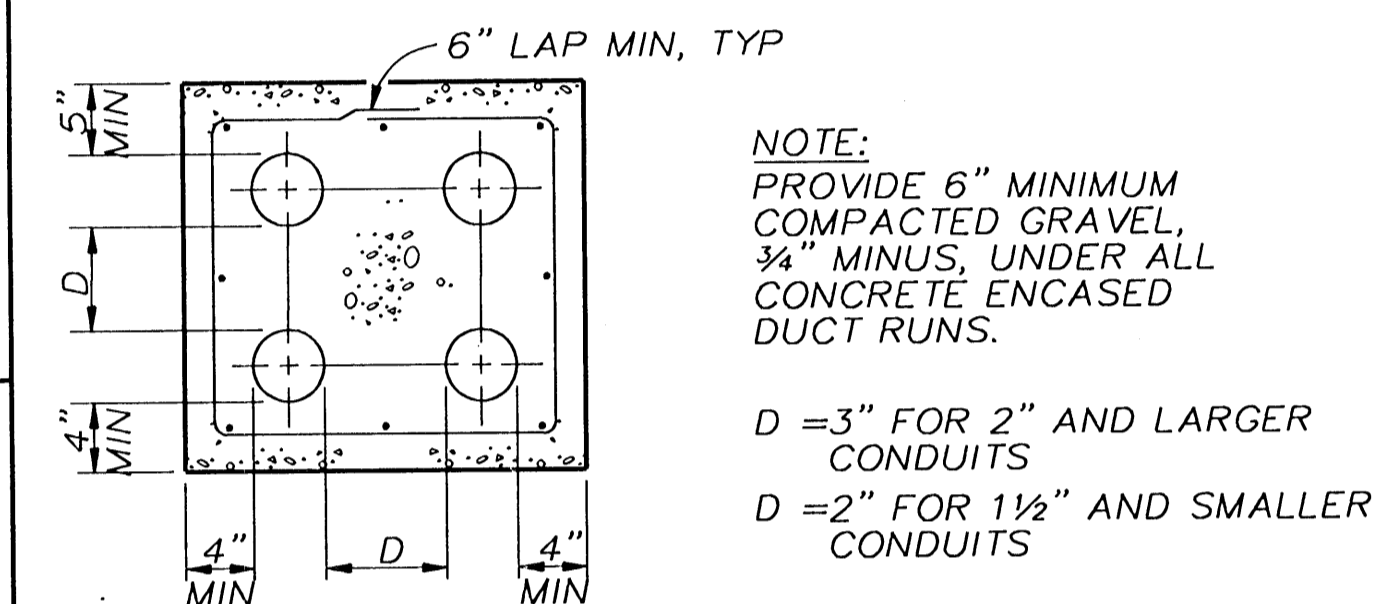
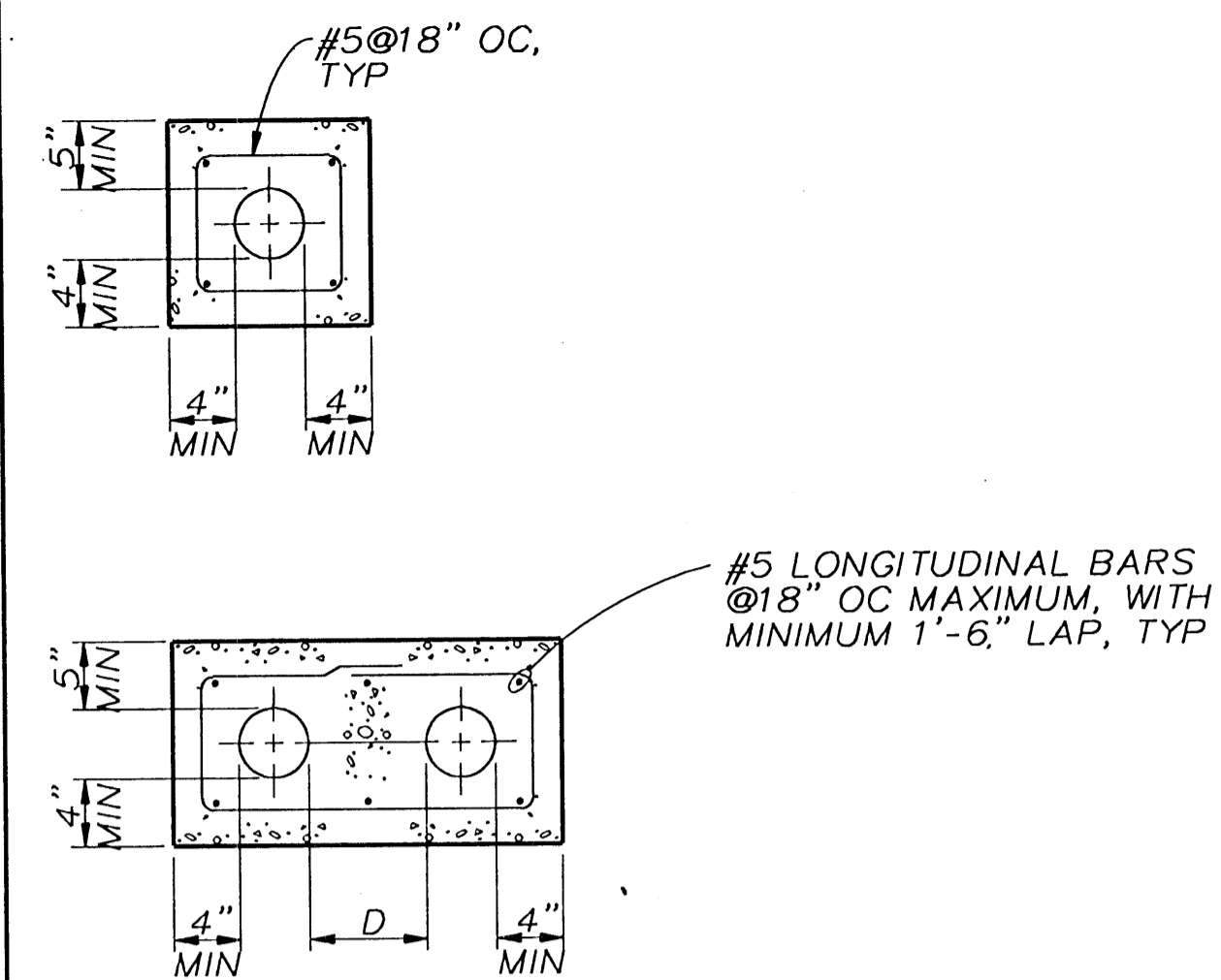
16011



CONCRETE PAD SECTION

NTS

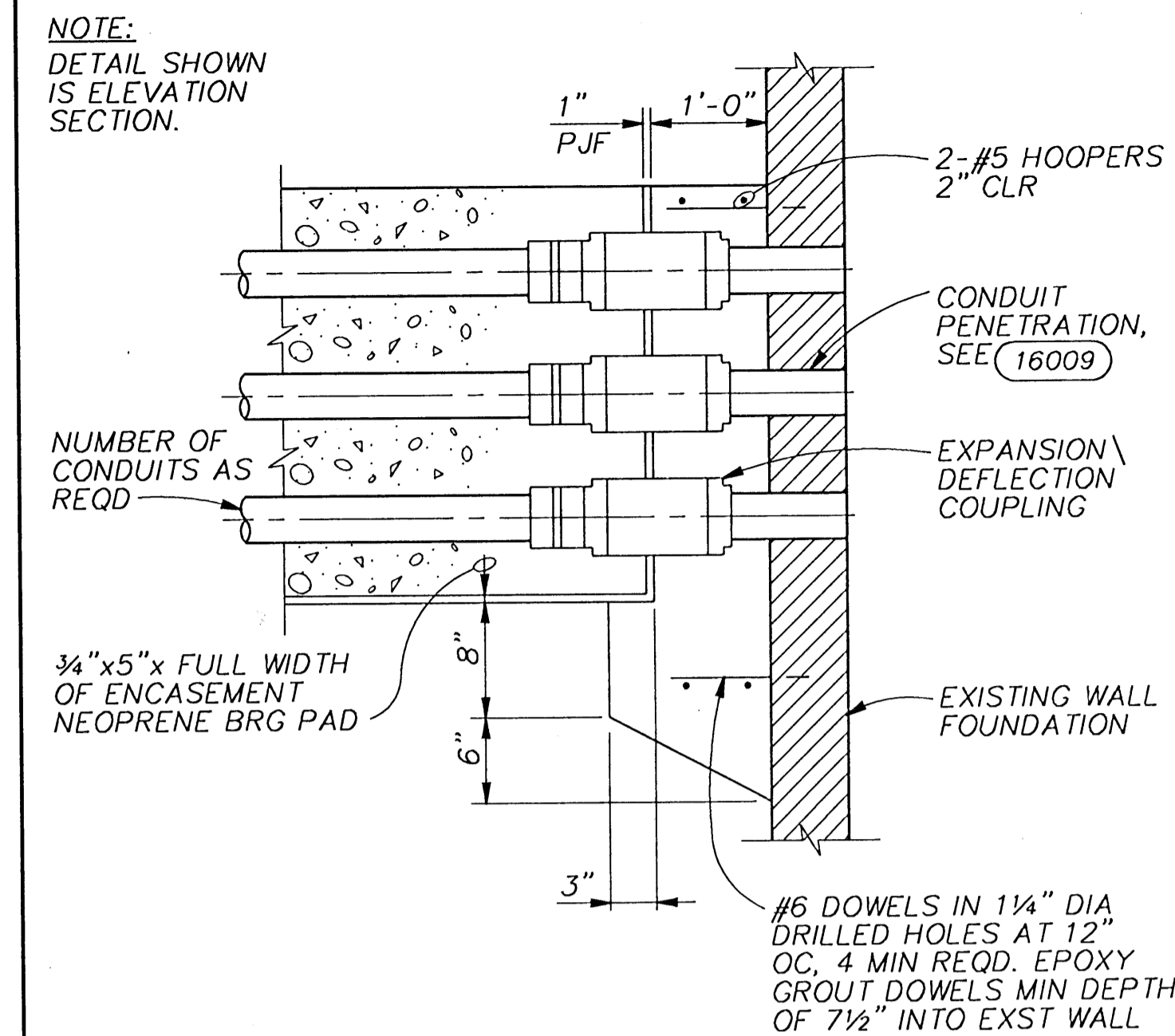
16012



TYPICAL DUCT BANK DETAILS

NTS

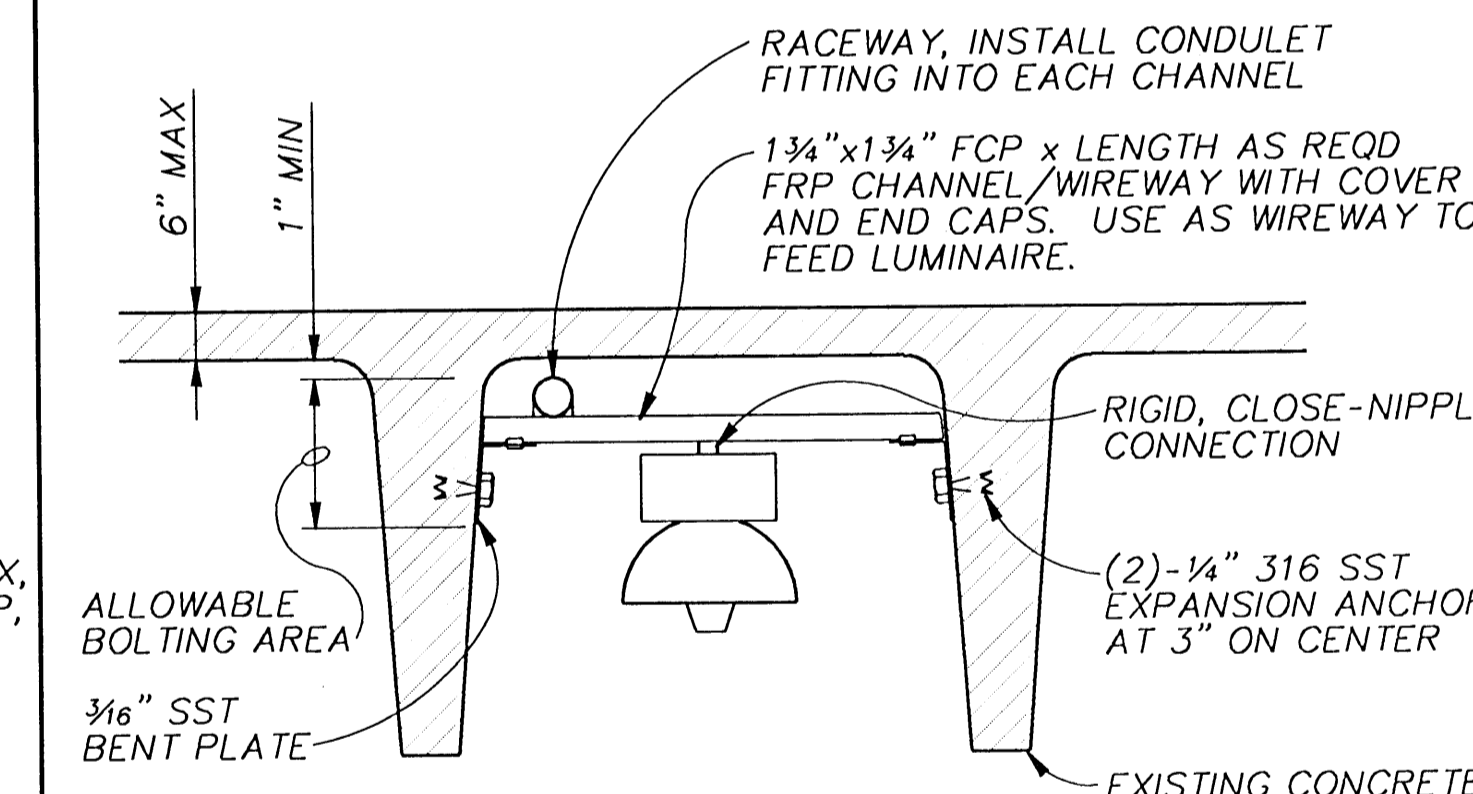
16014



CONCRETE ENCASED DUCT BANK BUILDING INTERFACE

NTS

16015



LUMINAIRE MOUNTING

NTS

16016



DSGN D.M.WILSON
DR E-02 M.A.REICHERT
CHK J.TURNER
APVD G.J.SWANSON

NO.	DATE	REVISION	BY	APVD

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WATER PLANT IMPROVEMENTS

STANDARD DETAILS
ELECTRICAL

SHEET 220
DWG NO. E-02
DATE DEC 1993
PROJ NO. GLO34459

ADDENDUM NO. 3

RFP #22-53

Valve and Finished Water Tank & Reservoir Improvements

Bids Due: July 19, 2022 at 2:00 P.M. (Local Time)

The following changes, additions, and/or deletions shall be made to the Request for Proposal (RFP) for Water Treatment Service Unit – Valve and Finished Water Tank & Reservoir Improvements, RFP #22-53.

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum is twenty-six (26) pages, including attachments.**

Bidder is to acknowledge receipt of Addendum No. 3, including all attachments (if any) in its Bid by so indicating on Attachment B of the RFP. Bids submitted without acknowledgment of receipt of this addendum will be considered nonconforming.

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. Changes to the original text are bolded and italicized.

Section/Page(s) Change

CHANGES TO BID FORM:

Bid Form Replace the Bid Form with the attached reissued Bid Form, which includes changes to Base Bid #1:

BASE BID #1 – Water Treatment Plant – River Valve Replacement and Reservoir Improvements (Lump Sum)

Location: 919 Sunset Road, Ann Arbor, MI 48103

	Description	Units	Quantity	Unit Cost	Extended Cost
1.0	GENERAL				
1.1	General Conditions (Max 10%)	LS	1		\$
1.2	Mobilization (Max 10%)	LS	1		\$
1.3	Certified Payroll Compliance and Reporting	LS	1		\$
1.4	Permit Allowance	ALW	1		\$ 7,500
1.5	Miscellaneous Repair Allowance	ALW	1		\$ 50,000
1.6	Concrete Repair Allowance	ALW	1		\$ 50,000
1.7	Coating Inspection Services Allowance	ALW	1		\$ 5,000
1.8	Tank Inspection Services Allowance	ALW	1		\$ 10,000

BASE BID #1 – Water Treatment Plant – River Valve Replacement and Reservoir Improvements
(Lump Sum)

Location: 919 Sunset Road, Ann Arbor, MI 48103

	Description	Units	Quantity	Unit Cost	Extended Cost
2.0	RIVER VALVE REPLACEMENT				
2.1	Replace 30" Valve, Adjacent Piping and Supports	LS	1	\$	\$
2.2	Replace Existing Grating	LS	1	\$	\$
2.3	Replace Existing Hangers and Supports	LS	1	\$	\$
3.0	RESERVOIR VALVE VAULT IMPROVEMENTS				
3.1	Replace Reservoir Valves and Adjacent Piping	LS	1	\$	\$
3.2	Vault Structure Improvements	LS	1	\$	\$
3.3	Vault House Grating Replacement	LS	1	\$	\$
4.0	FILTER EFFLUENT PIPING IMPROVEMENTS				
4.1	Filter Effluent Piping Spot Repair	LS	1	\$	\$
4.2	Filter Effluent Piping Pipe Repair Wrap	LS	1	\$	\$
4.3	Filter Effluent Piping Support Replacement	LS	1	\$	\$
4.4	Filter Effluent Piping Coating Replacement	LS	1	\$	\$
5.0	RESERVOIR IMPROVEMENTS				
5.1	Replace Air Vent Screens	EA	6	\$	\$
5.2	Modify Existing Reservoir Access Hatch #1	LS	1	\$	\$
5.3	Modify Existing Reservoir Access Hatch #2	LS	1	\$	\$
5.4	Patch Concrete Spalls on Reservoir Ceiling, Shallow	EA	100	\$	\$
5.5	Coat Rebar and Patch Concrete Spalls on Reservoir Ceiling, Deep	EA	100	\$	\$
5.6	Patch Concrete Spalls on Reservoir Walls, Shallow	EA	100	\$	\$
5.7	Coat Rebar and Patch Concrete Spalls on Reservoir Walls, Deep	EA	100	\$	\$
5.8	Re-Coat All Wet Interior Piping and Appurtenances	LS	1	\$	\$
5.9	Modify Existing Overflow Piping	LS	1	\$	\$
5.10	Fire Hydrant	LS	1	\$	\$
5.11	Site Restoration	LS	1	\$	\$
BASE BID #1 TOTAL				\$	
Alternate #1 – Vault #2 Structure Improvements (Add)				\$	
Alternate #2 – Remove Valve FW 6317 Replacement (Deduct)				\$	
Alternate #8 – Install New Reservoir Access Hatches (Add)				\$	

CHANGES TO SPECIFICATIONS:

Section 01 21 13 Replace the table in Paragraph 1.3.A with the following:

Allowance Schedule	Base Bid				
	#1	#2	#3	#4	#5
Permit Allowance	\$ 7,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Concrete Repair Allowance	\$ 50,000	\$ 10,000	\$ 10,000		
Miscellaneous Repair Allowance	\$ 50,000	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000
Coating Inspection Services Allowance	\$ 5,000				
Tank Inspection Services Allowance	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Subtotal	\$ 122,500	\$ 27,500	\$ 27,500	\$ 12,500	\$ 12,500

Section 01 22 00 Add the following to Paragraph 1.4:

CC. Alternate #8 – Install New Reservoir Access Hatches:

1. Includes the following in accordance with Division 03 Section “Cast-in-Place Concrete,” Division 08 Section “Access Hatches,” and Division III “Materials Standards” of the City of Ann Arbor Standard Specifications.
 - a. Installation of three new access hatches on the existing reservoir roof slab.
 - b. All materials, equipment and labor for excavation, temporary interior protection and backfill of the structure.
 - c. Removal and disposal of existing manhole frames and covers and concrete curb as needed for replacement.
 - d. Carbon fiber reinforcement and sawcutting of new roof slab opening.
 - e. Furnish and install new cast-in-place structural concrete curb sections and with integral access hatch.
 - f. Furnish and install new ladder rungs into reservoir.
2. Unit of Measure: Lump Sum.

Section 01 22 00 Replace Paragraph 1.6.F with the following:

F. Item No. 2.2 – Modify Existing Reservoir Access Hatch #1:

1. Includes the following in accordance with Division 03 Section “Cast-in-Place Concrete,” Division 08 Section “Access Hatches,” and Division III “Materials Standards” of the City of Ann Arbor Standard Specifications.
 - a. All materials, equipment and labor for excavation, temporary interior protection and backfill of the structure.
 - b. Removal and disposal of existing manhole frames and covers and concrete slab as needed for replacement.
 - c. Furnish and install new cast-in-place structural concrete curb sections with wall sleeves and integral access hatches.
 - d. Furnish and install vent piping and supports.
2. Unit of Measure: Lump Sum.

Section 01 22 00 Replace Paragraph 1.6.G with the following:

- G. Item No. 2.3 – Modify Existing Reservoir Access Hatch #2:
 - 1. Includes the following in accordance with Division 03 Section “Cast-in-Place Concrete,” Division 08 Section “Access Hatches,” and Division III “Materials Standards” of the City of Ann Arbor Standard Specifications.
 - a. All materials, equipment and labor for excavation, temporary interior protection and backfill of the structure.
 - b. Removal and disposal of existing hatches and curb as needed for replacement.
 - c. Furnish and install new cast-in-place structural concrete curb sections with integral access hatch.
 - 2. Unit of Measure: Lump Sum.

Section 01 23 00 Add the following to Paragraph 1.3:

- H. Alternate #8:
 - 1. ***Install New Reservoir Access Hatches:***
 - a. Base Bid #1 does not include a pay item for Install New Reservoir Access Hatches as indicated on Sheets 16 and 30.
 - b. Add Item “Alternate #8 – Install New Reservoir Access Hatches” to Base Bid #5 as specified in Division 01 Section “Unit Prices – Measurement and Payment” and as indicated on Sheets 16 and 30.

Section 05 51 16 Add attached Section 05 51 16, Steel Railings, to the Specifications

CHANGES TO DRAWINGS:

- Sheet 11 Replace existing Sheet 11 with reissued Sheet 11 attached to this Addendum No. 3.
- Sheet 16 Replace existing Sheet 16 with reissued Sheet 16 attached to this Addendum No. 3.
- Sheet 19 Replace existing Sheet 19 with reissued Sheet 19 attached to this Addendum No. 3.
- Sheet 21 Replace existing Sheet 21 with reissued Sheet 21 attached to this Addendum No. 3.
- Sheet 27 Replace existing Sheet 27 with reissued Sheet 27 attached to this Addendum No. 3.
- Sheet 30 Add new Sheet 30 attached to this Addendum No. 3 to the Drawings.

Attachments:

Bid Form (Reissued, 12 pages)

Specification Section 05 51 16 (New, 3 pages)

Sheet 11 – WTP Vault 5 Plans, Sections and Isometrics (Reissued, 1 page)

Sheet 16 – WTP Reservoir Site Plan (Reissued, 1 page)

Sheet 19 – North Campus Reservoir Overflow and Isometrics (Reissued, 1 page)

Sheet 21 – Liberty Reservoir Overflow and Isometrics (Reissued, 1 page)

Sheet 27 – Liberty Reservoir Plans and Sections (Reissued, 1 page)

Sheet 30 – WTP Reservoir Plans and Sections (New, 1 page)

E. Schedule of Pricing/Cost – 20 Points

Company: _____

Bid Items

Notes:

1. All five (5) Base Bid sections shall be bid. Bidders shall provide a Unit Price for ALL bid items for each Base Bid section and Total Price for ALL Base Bid sections specified.
2. Bidder shall provide prices or acknowledge “No Bid” for all Alternate Bid items specified.
3. Quantities included in the bid tables represent estimated quantities for different work. The Contractor shall be compensated for the actual number of items completed using the unit prices provided.
4. Each item shall include all preparatory and post repair work, including but not limited to field measurements, shop drawings, scaffolding, demolition, dust control, protection of Owner equipment, protection of process water, clean up, restoration, and all related items.
5. The City, at its sole discretion, may elect to delete any portion of the work delineated below, with no change to the unit prices provided. Work shall be determined based upon the availability of funds.
6. Any item not provided in the following list shall be considered incidental.
7. Contract shall be awarded based on the Base Bid or any combination of a Base Bid(s) and Alternate Bid(s) in any manner the City believes to be in its best interest.

Schedule

1. The Bidder agrees that the Work will be substantially and fully completed on or before the dates specified under Article III of the Contract, Time of Completion. Anticipated Notice to Proceed is September 2022.
2. Any exceptions to this schedule can be proposed by the prospective bidder in Section 3 – Time Alternate.

Base Bids

For the entire work outlined in these documents for Valve and Finished Water Tank & Reservoir Improvements, complete as specified, using equipment and materials only of the type and manufacturers where specifically named.

BASE BID #1 – Water Treatment Plant – River Valve Replacement and Reservoir Improvements (Lump Sum)
 Location: 919 Sunset Road, Ann Arbor, MI 48103

	Description	Units	Quantity	Unit Cost	Extended Cost
1.0	GENERAL				
1.1	General Conditions (Max 10%)	LS	1		\$
1.2	Mobilization (Max 10%)	LS	1		\$
1.3	Certified Payroll Compliance and Reporting	LS	1		\$
1.4	Permit Allowance	ALW	1		\$ 7,500
1.5	Miscellaneous Repair Allowance	ALW	1		\$ 50,000
1.6	Concrete Repair Allowance	ALW	1		\$ 50,000

Addendum 3

BID FORM

BASE BID #1 – Water Treatment Plant – River Valve Replacement and Reservoir Improvements
(Lump Sum)

Location: 919 Sunset Road, Ann Arbor, MI 48103

	Description	Units	Quantity	Unit Cost	Extended Cost
1.7	Coating Inspection Services Allowance	ALW	1		\$ 5,000
1.8	Tank Inspection Services Allowance	ALW	1		\$ 10,000
2.0	RIVER VALVE REPLACEMENT				
2.1	Replace 30" Valve, Adjacent Piping and Supports	LS	1	\$	\$
2.2	Replace Existing Grating	LS	1	\$	\$
2.3	Replace Existing Hangers and Supports	LS	1	\$	\$
3.0	RESERVOIR VALVE VAULT IMPROVEMENTS				
3.1	Replace Reservoir Valves and Adjacent Piping	LS	1	\$	\$
3.2	Vault Structure Improvements	LS	1	\$	\$
3.3	Vault House Grating Replacement	LS	1	\$	\$
4.0	FILTER EFFLUENT PIPING IMPROVEMENTS				
4.1	Filter Effluent Piping Spot Repair	LS	1	\$	\$
4.2	Filter Effluent Piping Pipe Repair Wrap	LS	1	\$	\$
4.3	Filter Effluent Piping Support Replacement	LS	1	\$	\$
4.4	Filter Effluent Piping Coating Replacement	LS	1	\$	\$
5.0	RESERVOIR IMPROVEMENTS				
5.1	Replace Air Vent Screens	EA	6	\$	\$
5.2	Modify Existing Reservoir Access Hatch #1	LS	1	\$	\$
5.3	Modify Existing Reservoir Access Hatch #2	LS	1	\$	\$
5.4	Patch Concrete Spalls on Reservoir Ceiling, Shallow	EA	100	\$	\$
5.5	Coat Rebar and Patch Concrete Spalls on Reservoir Ceiling, Deep	EA	100	\$	\$
5.6	Patch Concrete Spalls on Reservoir Walls, Shallow	EA	100	\$	\$
5.7	Coat Rebar and Patch Concrete Spalls on Reservoir Walls, Deep	EA	100	\$	\$
5.8	Re-Coat All Wet Interior Piping and Appurtenances	LS	1	\$	\$
5.9	Modify Existing Overflow Piping	LS	1	\$	\$
5.10	Fire Hydrant	LS	1	\$	\$
5.11	Site Restoration	LS	1	\$	\$
BASE BID #1 TOTAL				\$	
Alternate #1 – Vault #2 Structure Improvements (Add)				\$	
Alternate #2 – Remove Valve FW 6317 Replacement (Deduct)				\$	
Alternate #8 – Install New Reservoir Access Hatches (Add)				\$	

BASE BID #2 – North Campus – Reservoir Improvements (Lump Sum)					
Location: 1800 Beal Avenue, Ann Arbor, MI 48105					
	Description	Units	Quantity	Unit Cost	Extended Cost
1.0	GENERAL				
1.1	General Conditions (Max 10%)	LS	1		\$
1.2	Mobilization (Max 10%)	LS	1		\$
1.3	Certified Payroll Compliance and Reporting	LS	1		\$
1.4	Permit Allowance	ALW	1		\$ 2,500
1.5	Miscellaneous Repair Allowance	ALW	1		\$ 10,000
1.6	Concrete Repair Allowance	ALW	1		\$ 10,000
1.7	Tank Inspection Services Allowance	ALW	1		\$ 5,000
2.0	RESERVOIR IMPROVEMENTS				
2.1	Modify Existing Reservoir Access Hatch #1	LS	1	\$	\$
2.2	Modify Existing Reservoir Access Hatch #2	LS	1	\$	\$
2.3	Re-Coat All Wet Interior Piping and Appurtenances	LS	1	\$	\$
2.4	Modify Existing Overflow Piping	LS	1	\$	\$
2.5	Site Restoration	LS	1	\$	\$
BASE BID #2 TOTAL				\$	
Alternate #3 – Relocate Existing Reservoir Access Hatch #1 (Add)				\$	

BASE BID #3 – Liberty – Reservoir Improvements (Lump Sum)

Location: 2675 West Liberty Road, Ann Arbor, MI 48103

	Description	Units	Quantity	Unit Cost	Extended Cost
1.0	GENERAL				
1.1	General Conditions (Max 10%)	LS	1		\$
1.2	Mobilization (Max 10%)	LS	1		\$
1.3	Certified Payroll Compliance and Reporting	LS	1		\$
1.4	Permit Allowance	ALW	1		\$ 2,500
1.5	Miscellaneous Repair Allowance	ALW	1		\$ 10,000
1.6	Concrete Repair Allowance	ALW	1		\$ 10,000
1.7	Tank Inspection Services Allowance	ALW	1		\$ 5,000
2.0	RESERVOIR IMPROVEMENTS				
2.1	Modify Existing Overflow Piping	LS	1	\$	\$
2.2	Modify Existing Reservoir Access Hatch #1	LS	1	\$	\$
2.3	Modify Existing Reservoir Access Hatch #2	LS	1	\$	\$
2.4	Re-Coat All Wet Interior Piping and Appurtenances	LS	1	\$	\$
2.5	Coat Rebar and Patch Concrete Spalls on Reservoir Walls, Shallow	EA	5	\$	\$
2.6	Site Restoration	LS	1	\$	\$
BASE BID #3 TOTAL				\$	

Addendum 3

BID FORM

BASE BID #4 – Manchester – Elevated Tank Improvements (Lump Sum)

Location: 2011 Manchester Road, Ann Arbor, MI 48104

	Description	Units	Quantity	Unit Cost	Extended Cost
1.0	GENERAL				
1.1	General Conditions (Max 10%)	LS	1		\$
1.2	Mobilization (Max 10%)	LS	1		\$
1.3	Certified Payroll Compliance and Reporting	LS	1		\$
1.4	Permit Allowance	ALW	1		\$ 2,500
1.5	Miscellaneous Repair Allowance	ALW	1		\$ 5,000
1.6	Tank Inspection Services Allowance	ALW	1		\$ 5,000
2.0	TANK IMPROVEMENTS				
2.1	Install 2-1/2" Check Valve on Condensate Drain	LS	1	\$	\$
2.2	Replace Gasket on Access Tube Roof Hatch	LS	1	\$	\$
2.3	Replace Existing Screen on 8" Overflow Pipe	LS	1	\$	\$
BASE BID #4 TOTAL				\$	
Alternate #4 – Replace Wet Interior Roof Hatch (Add)				\$	
Alternate #5 – Install Cathodic Protection in Wet Interior (Add)				\$	
Alternate #6 – Install Fall Protection Device on Wet Interior Ladder (Add)				\$	

BASE BID #5 – North Campus – Elevated Tank Improvements (Lump Sum)

Location: 3150 Plymouth Road, Ann Arbor, MI 48105

	Description	Units	Quantity	Unit Cost	Extended Cost
1.0	GENERAL				
1.1	General Conditions (Max 10%)	LS	1		\$
1.2	Mobilization (Max 10%)	LS	1		\$
1.3	Certified Payroll Compliance and Reporting	LS	1		\$
1.4	Permit Allowance	ALW	1		\$ 2,500
1.5	Miscellaneous Repair Allowance	ALW	1		\$ 5,000
1.6	Tank Inspection Services Allowance	ALW	1		\$ 5,000
2.0	TANK IMPROVEMENTS				
2.1	Dry Interior Maintenance Painting	LS	1	\$	\$
2.2	Replace Missing Fill Pipe Insulation and Frost Jacket	LS	1	\$	\$
2.3	Re-Coat Valve Pit Piping and Appurtenances	LS	1	\$	\$
2.4	Replace Gasket on Wet Interior Roof Hatch	LS	1	\$	\$
2.5	Replace Existing Screen on 8" Overflow Pipe	LS	1	\$	\$

Addendum 3

BID FORM

BASE BID #5 – North Campus – Elevated Tank Improvements (Lump Sum)
Location: 3150 Plymouth Road, Ann Arbor, MI 48105

	Description	Units	Quantity	Unit Cost	Extended Cost
BASE BID #5 TOTAL				\$	
Alternate #7 – Spot Coat Wet Interior Roof (Add)				\$	

Signature of Authorized Representative of Bidder _____ Date _____

MATERIAL, EQUIPMENT AND ENVIRONMENTAL ALTERNATES

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder _____ Date _____

TIME ALTERNATE

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder _____ Date _____

MAJOR SUBCONTRACTORS

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
	Concrete Contractor	
	Painting Contractor	
	Excavation Contractor	

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder _____ Date _____

REFERENCES

GENERAL CONTRACTOR (if applicable) Name: _____

Include a minimum of three (3) references from similar projects involving building construction at similar facilities completed within the last seven (7) years.

1) _____
Project Name Cost Date Constructed

Contact Name Phone Number

2) _____
Project Name Cost Date Constructed

Contact Name Phone Number

3) _____
Project Name Cost Date Constructed

Contact Name Phone Number

REFERENCES

PAINTING CONTRACTOR Name: _____

Include a minimum of three (3) references from similar projects involving masonry repairs at similar facilities completed within the last seven (7) years.

1) _____

Project Name _____ Cost _____ Date Constructed _____

Contact Name _____ Phone Number _____

2) _____

Project Name _____ Cost _____ Date Constructed _____

Contact Name _____ Phone Number _____

3) _____

Project Name _____ Cost _____ Date Constructed _____

Contact Name _____ Phone Number _____

REFERENCES

EXCAVATION CONTRACTOR Name: _____

Include a minimum of three (3) references from similar projects involving interior finishes at similar facilities completed within the last seven (7) years.

1) _____
 Project Name Cost Date Constructed

Contact Name Phone Number

2) _____
 Project Name Cost Date Constructed

Contact Name Phone Number

3) _____
 Project Name Cost Date Constructed

Contact Name Phone Number

SECTION 05 51 16 – STEEL RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the furnishing and installation of steel railings and related materials.

1.3 REFERENCES

- A. Except as herein specified or as indicated on the Drawings, the work of this Section shall comply with the following:
 - 1. ASTM Standard Specifications:
 - a. A36 - Structural Steel.
 - b. A53 - Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless.
 - c. A123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - d. A780 - Repair of Damaged Hot-Dip Galvanized Coatings.
 - e. D520 - Zinc Dust Pigment for Paint.
 - 2. AWS:
 - a. ANSI/AWS D1.1 - Structural Welding Code-Steel.
 - 3. OSHA - Occupational Safety and Health Administration:
 - a. 1910 - General Industry Standards and Interpretations.
 - 4. NAAMM - National Association of Architectural Metal Manufacturers:
 - a. Pipe Railing Manual.
 - 5. American Hot-Dip Galvanizers Association.

1.4 SUBMITTALS

- A. Shop Drawings: For metal railings to include:
 - 1. Dimensions.
 - 2. Connection and attachment details.
 - 3. Expansion joints.
 - 4. Materials.

1.5 QUALITY ASSURANCE

- A. Fabrication and Installation Personnel Qualifications:
 - 1. Trained and experienced in the fabrication and installation of the materials and equipment.
 - 2. Knowledgeable of the original design and the reviewed Shop Drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Railings and Posts:
 - 1. ASTM A53, Grade B, Schedule 40, except hydrostatic test not required.
 - 2. Minimum Diameter: 1-1/2 inches nominal.
- B. Toe and Post Base Plates: ASTM A36.
- C. Fittings and Accessories: Miscellaneous fittings and accessories shall be carbon steel and of the sizes and shapes as indicated on the Drawings.

- D. Anchors: In accordance with Division 03 Section “Post-Installed Anchors.”
- E. Other Materials: Other materials not specifically described but required for a complete and proper installation of the work of this Section shall be new, first quality of their respective kinds, and as selected by Contractor subject to the review of Engineer.

2.2 FABRICATION

- A. General:
 - 1. Cut pipe square within 2 degrees and to lengths within 1/8-inch.
 - 2. Remove burrs from cut edges.
 - 3. Form elbow bends and wall returns to uniform radius, free from buckles and twists, with finished surfaces smooth.
 - a. Smoothly curve railing to match the exterior diameter of the vault.
 - 4. Close exposed ends of steel pipe by welding 3/16-inch thick steel plate in place or use prefabricated fittings.
 - 5. Guardrail:
 - a. 42 inches high above working surface.
 - b. Two rails, one at top and one at mid-height.
 - 6. Access Opening: Provide 30-inch wide gap in railing assembly for access.
 - 7. Safety Chains:
 - a. Galvanized steel.
 - b. Two chains at elevations of horizontal railing members, spanning across access opening.
 - c. With spring clips and eyes to clip to the adjacent posts.
 - 8. Post Spacing:
 - a. 6 feet maximum.
 - b. Space post evenly around the perimeter of the vault.
 - 9. Provide 1/4-inch toe plate 4 inches higher than working surface, smoothly curved to match curvature of railing.
- B. Welding:
 - 1. Shielded metal arc welding.
 - 2. Intersections:
 - a. Miter and cope intersections of posts and rails.
 - b. Fit to within 0.02 inches.
 - c. Weld all around.
 - 3. Fuse joints without undercutting or overlap.
 - 4. Remove weld splatter.
 - 5. Grind exposed welds to match adjacent contours.
- C. Galvanizing:
 - 1. Hot dip galvanized in accordance with ASTM A123.
 - 2. Coating Thickness: 2 ounces per square foot after fabrication.
 - 3. Surfaces: All railing, toe plates and fittings.
 - 4. No cutting of or welding to railing assembly permitted after galvanizing.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install metal railings in conformance with:
 - 1. The Shop Drawings reviewed by Engineer.
 - 2. The Manufacturer's recommendations.
- B. Anchorage: Anchor railings in accordance with detail indicated on the Drawings.
- C. Setting Posts:
 - 1. Set posts plumb and aligned to within 1/8-inch in 12 feet.
 - 2. Set rails horizontal to within 1/8-inch in 12 feet.

- D. Expansion Joints:
 - 1. Provide at approximately quarter points of vault.
 - a. Access opening may serve as one expansion joint.
 - 2. Provide internal sleeve extending 2 inches beyond each side of joint.
 - 3. Fasten to one side using either adhesive or 2 blind rivets, set at 120 degree and 240 degree intervals to either side of top of pipe.
 - 4. Locate within 12 inches of posts.
 - 5. Fabricate pipe to provide a gap sufficient to allow free expansion without impediment.

- E. Galvanizing Touch-up: Touch up damaged galvanized areas with a zinc rich paint in accordance with ASTM D520 and ASTM A780.

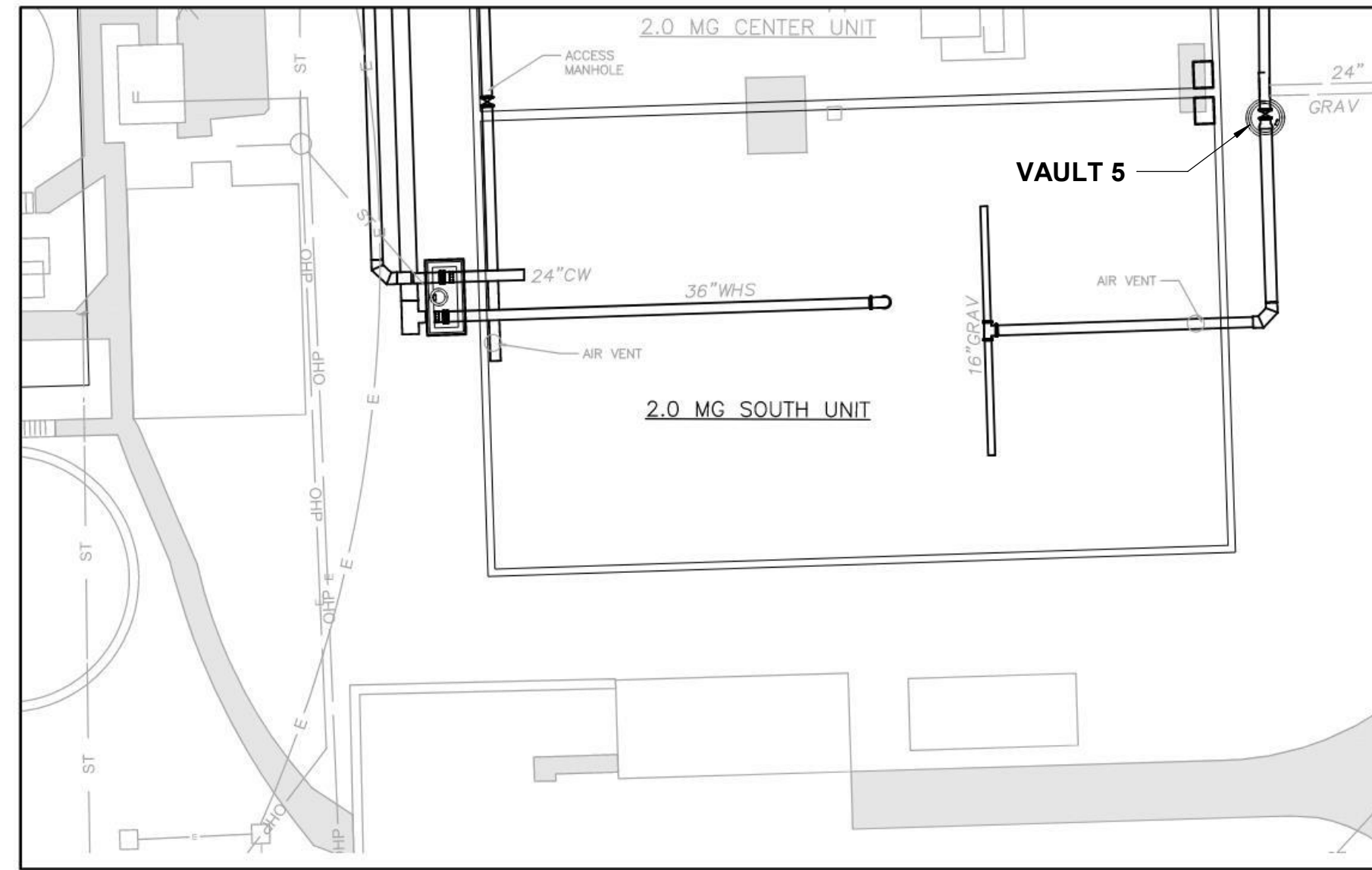
3.2 FIELD QUALITY CONTROL

- A. Remove stained or otherwise defective work and replace with materials that meet Specification requirements.

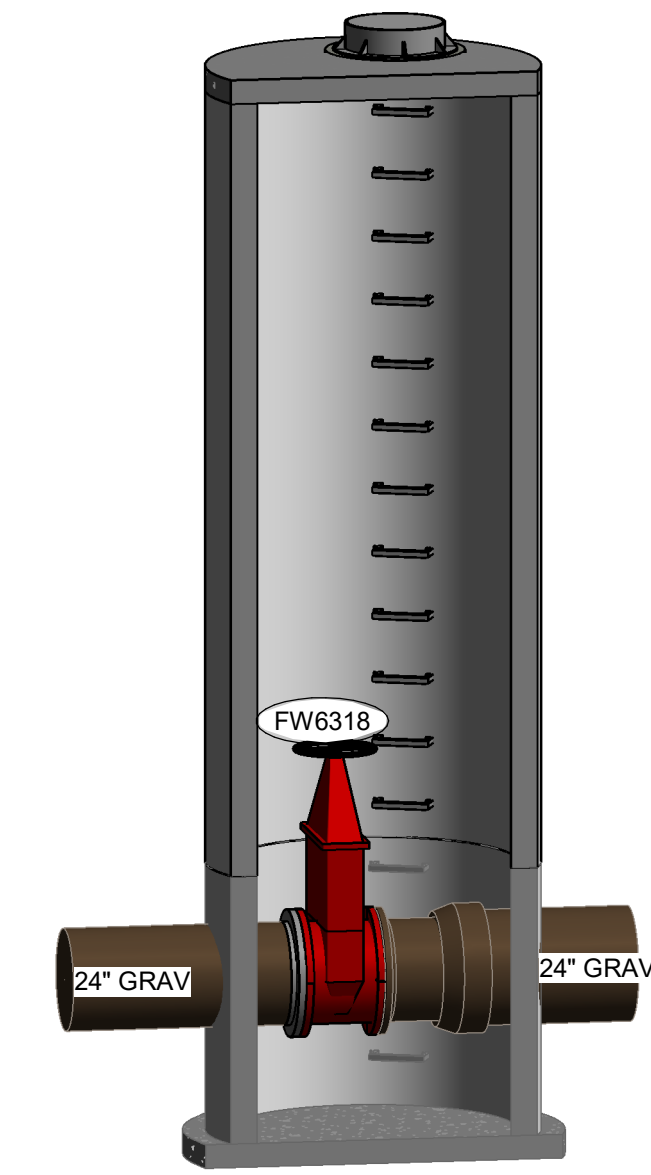
3.3 CLEANING

- A. Clean materials installed under this Section in accordance with Division 01 Section “Cleaning and Waste Management.”

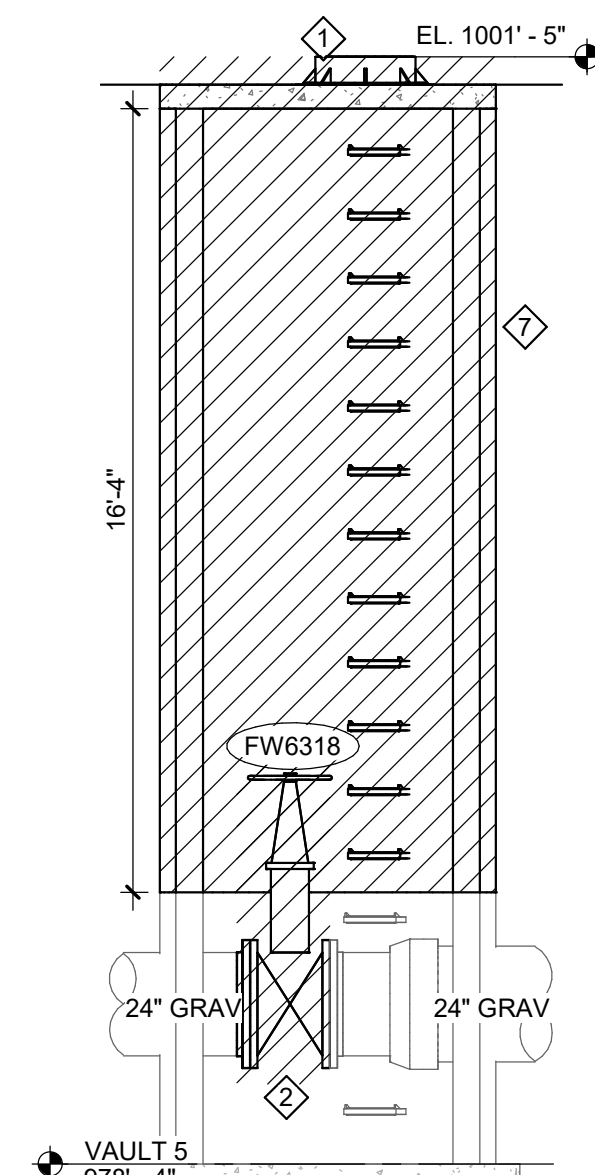
END OF SECTION 05 51 16



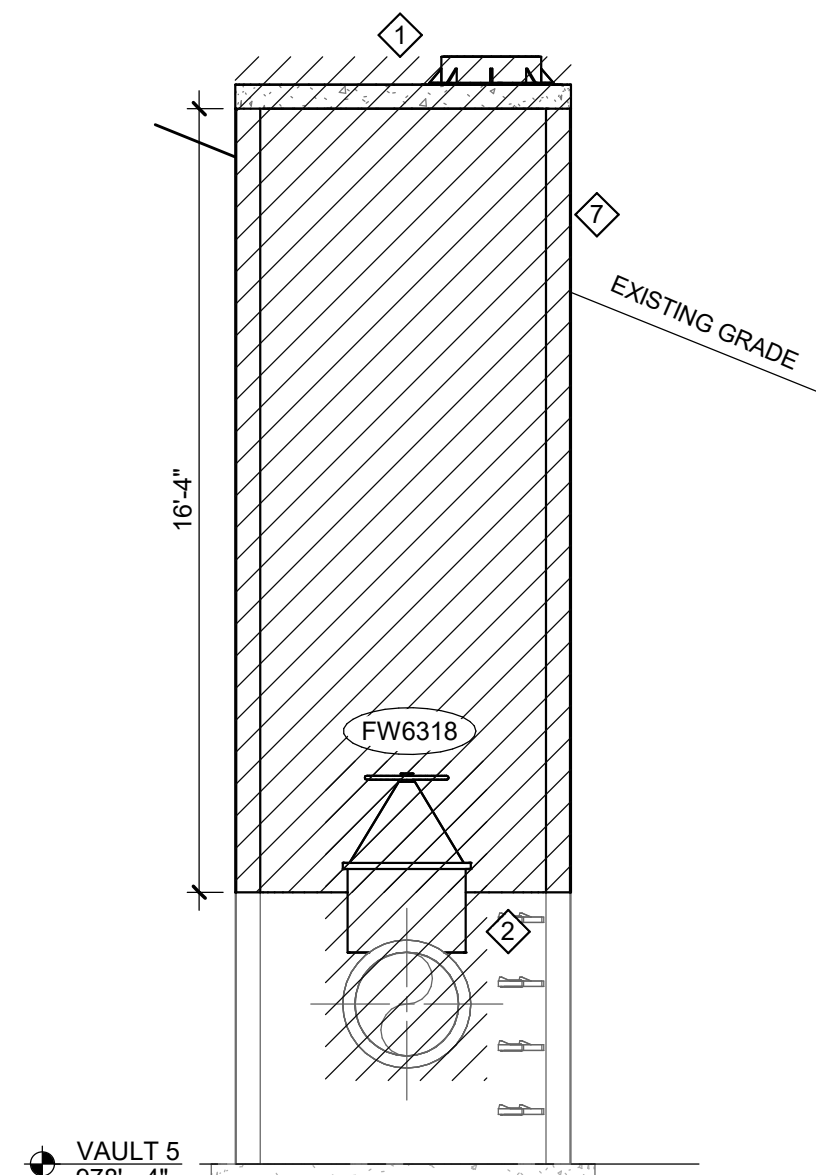
**VAULT 5
SITE LAYOUT PLAN**
SCALE: 1" = 30'-0"
NORTH



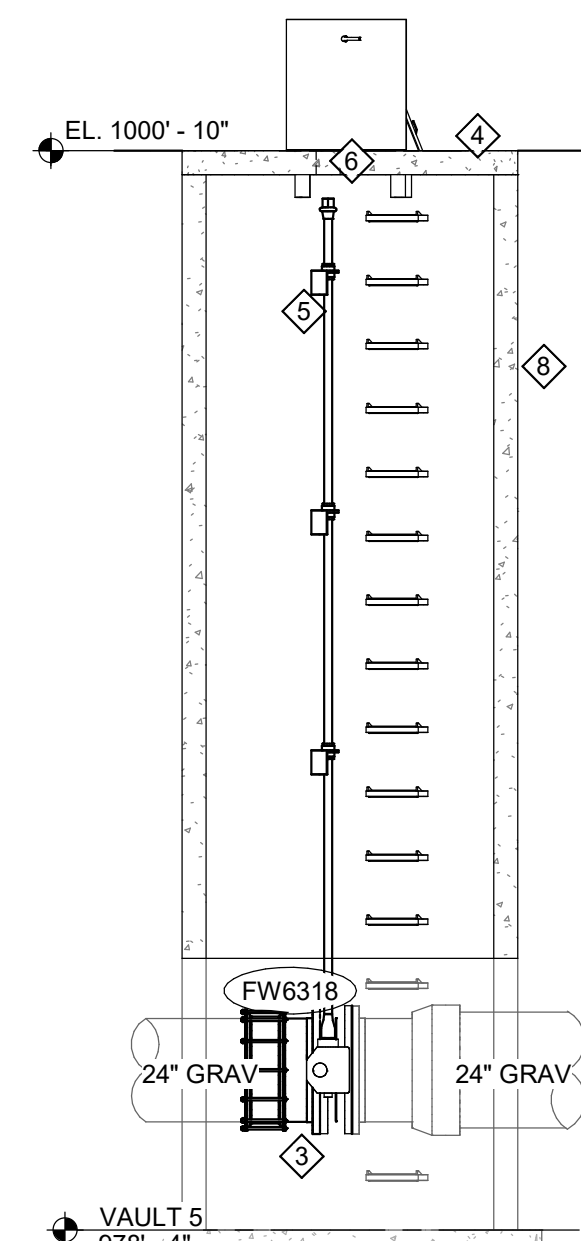
**VAULT 5
EXISTING ISOMETRIC**
SCALE:



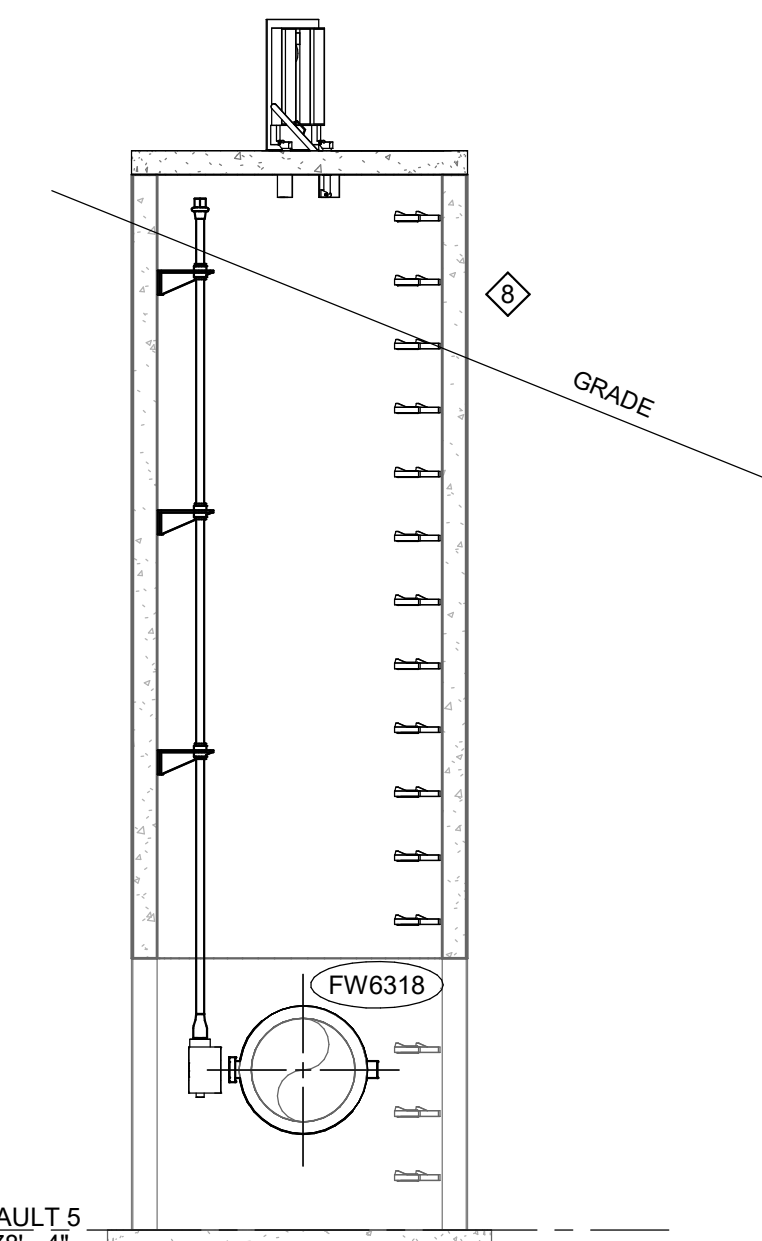
1 DEMOLITION SECTION
SCALE: 1/4" = 1'-0"



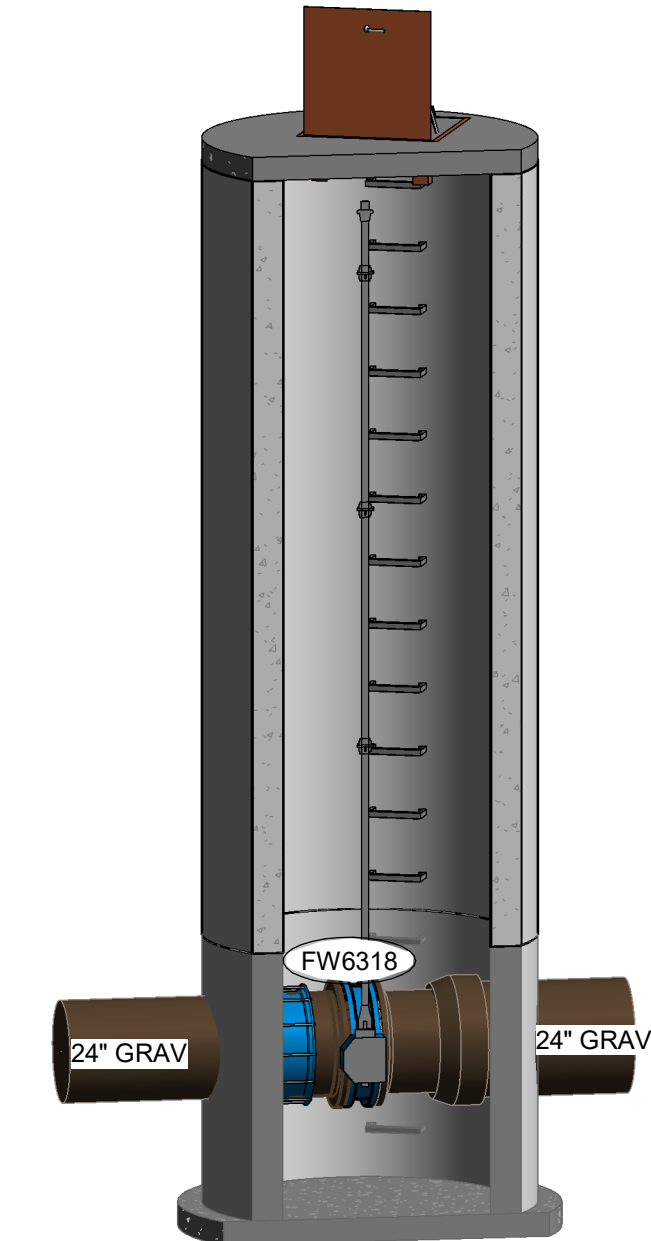
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SCALE: 1/4" = 1'-0"



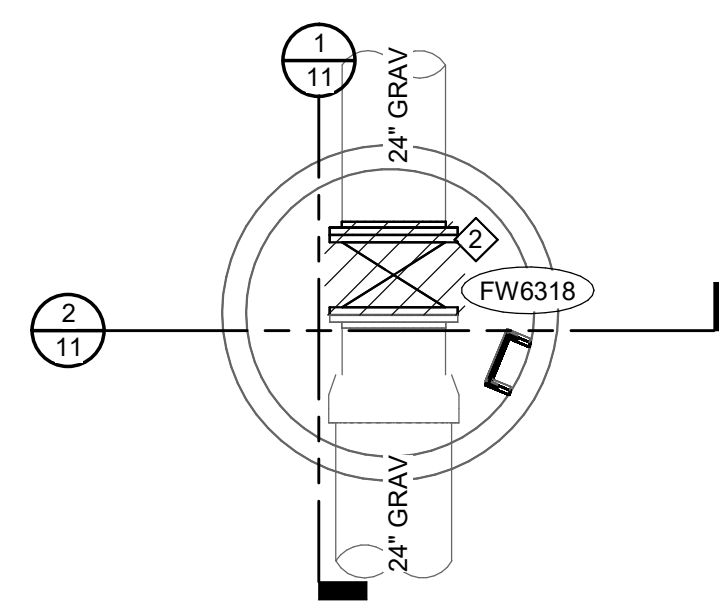
3 SECTION
SCALE: 1/4" = 1'-0"



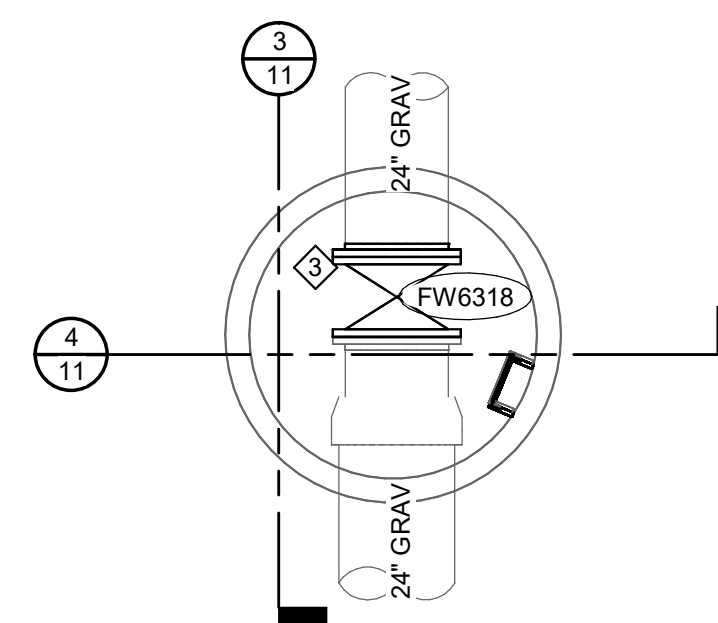
4 SECTION
SCALE: 1/4" = 1'-0"



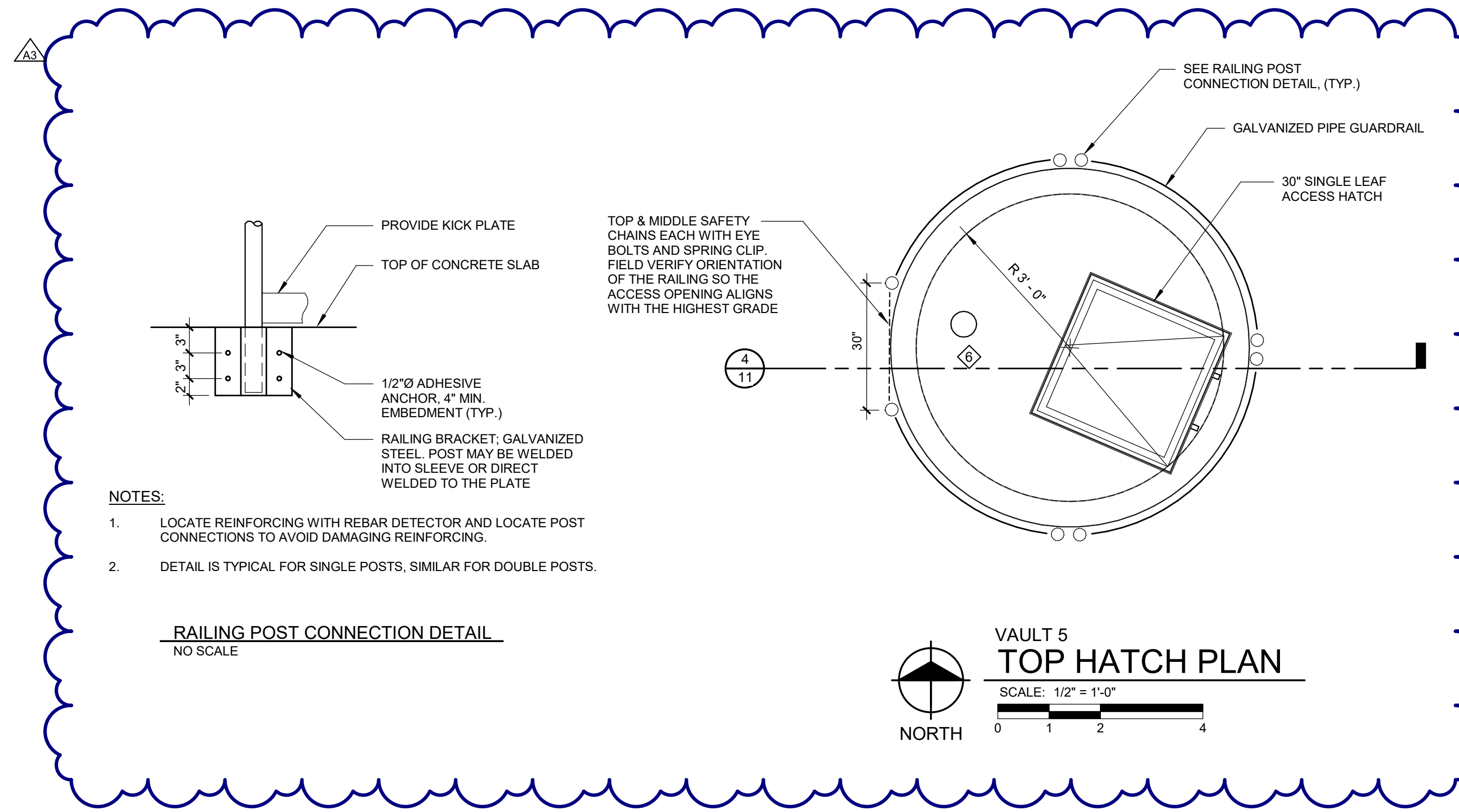
**VAULT 5
ISOMETRIC**
SCALE:



**VAULT 5
EQUIPMENT AND PIPING DEMOLITION PLAN**
SCALE: 1/4" = 1'-0"
NORTH



**VAULT 5
EQUIPMENT AND PIPING PLAN**
SCALE: 1/4" = 1'-0"
NORTH



- NOTES:**
1. LOCATE REINFORCING WITH REBAR DETECTOR AND LOCATE POST CONNECTIONS TO AVOID DAMAGING REINFORCING.
 2. DETAIL IS TYPICAL FOR SINGLE POSTS, SIMILAR FOR DOUBLE POSTS.

RAILING POST CONNECTION DETAIL
NO SCALE

**VAULT 5
TOP HATCH PLAN**
SCALE: 1/2" = 1'-0"
NORTH

NOTES

1. PAINT ALL NEW AND EXISTING FINISHED WATER PIPING IN VALVE VAULT IN ACCORDANCE WITH SECTION 09 91 00 - PROCESS PAINTING.
2. CLEAN AND INSPECT EXISTING PIPING AND CONCRETE STRUCTURE TO REMAIN, INCLUDING WALLS AND FLOORS. NOTIFY ENGINEER OF DEFECTS OR ABNORMALITIES.

KEY NOTES

- 1 REMOVE EXISTING PRECAST CONCRETE TOP SLAB, MANHOLE FRAME AND COVER.
- 2 REMOVE EXISTING 24" GATE VALVE.
- 3 24" BUTTERFLY VALVE AND 24" COUPLING.
- 4 6" DIA. PRECAST CONCRETE TOP SLAB WITH CAST 30" SQUARE HATCH.
- 5 VALVE STEM SUPPORTS SPACED 5'-0" APART MAX.
- 6 6" VALVE BOX CAST IN TOP SLAB.
- 7 REMOVE PORTION OF EXISTING 6" DIAMETER BLOCK MANHOLE RISER NECESSARY TO COMPLETE VALVE REPLACEMENT.
- 8 RECONSTRUCT VALVE VAULT WITH PRECAST CONCRETE MANHOLE RISER SECTIONS.

REVISIONS	
7/13/22	A3 ADDENDUM NO. 3

5/25/2022 BIDS AND CONSTRUCTION

Drawn By RSZ
Designer JS
Reviewer TDM
Manager JS

Hard copy is intended to be 24"x36" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

PROJECT NO.
211162

SHEET NO.

NOTES:

- COORDINATE OPERATIONS WITH THE EXISTING DAILY OPERATIONS OF THE WTP, AS WELL AS ANY CONCURRENT CONSTRUCTION PROJECTS AT THE WTP.
- POTENTIAL CONSTRUCTION STAGING AND / OR LAY DOWN AREA. COORDINATE AREA NEEDED WITH OWNER.
- INTERIOR ROOF SPALLING IS RANDOMLY LOCATED IN ALL THREE RESERVOIR UNITS. PER LATEST INSPECTION REPORT:
NORTH UNIT: APPROXIMATELY 200+ SPALLS, 1/2" - 3" DIA. AND 1/4"-1/2" DEEP.
MIDDLE UNIT: APPROXIMATELY 100+ SPALLS, 1/2"-2" DIA. AND 1/4"-1/2" DEEP.
SOUTH UNIT: APPROXIMATELY 100+ SPALLS, 1/4"-1/2" DIA. AND 1/4"-1/2" DEEP.
REINFORCEMENT IS VISIBLE AT SEVERAL SPALLS. ABRASIVE BLAST ALL EXPOSED REBAR AND COAT WITH EPOXY PRIOR TO PATCHING SPALLS.
- INSTALL YARD HYDRANT ON 24" CW PIPING. RECORD DRAWING INDICATES PIPING MAY BE STEEL. CONTRACTOR TO EXCAVATE AND CONFIRM PIPING MATERIAL PRIOR TO ORDERING TAPPING SLEEVE. HYDRANT TO BE INSTALLED PRIOR TO VALVE REPLACEMENT TO FACILITATE FLUSHING DURING DISINFECTION AND REFILLING ACTIVITIES.

5. INSTALL NEW RESERVOIR ACCESS HATCH PER DETAIL ON SHEET 30.

A REPLACE EXISTING AIR VENT SCREEN WITH #24 MESH SCREEN (6 EA)



B MODIFY EXISTING RESERVOIR ACCESS HATCH #1 (SEE DETAIL ON SHEET 25)



C MODIFY EXISTING RESERVOIR ACCESS HATCH #2 (SEE DETAIL ON SHEET 25)



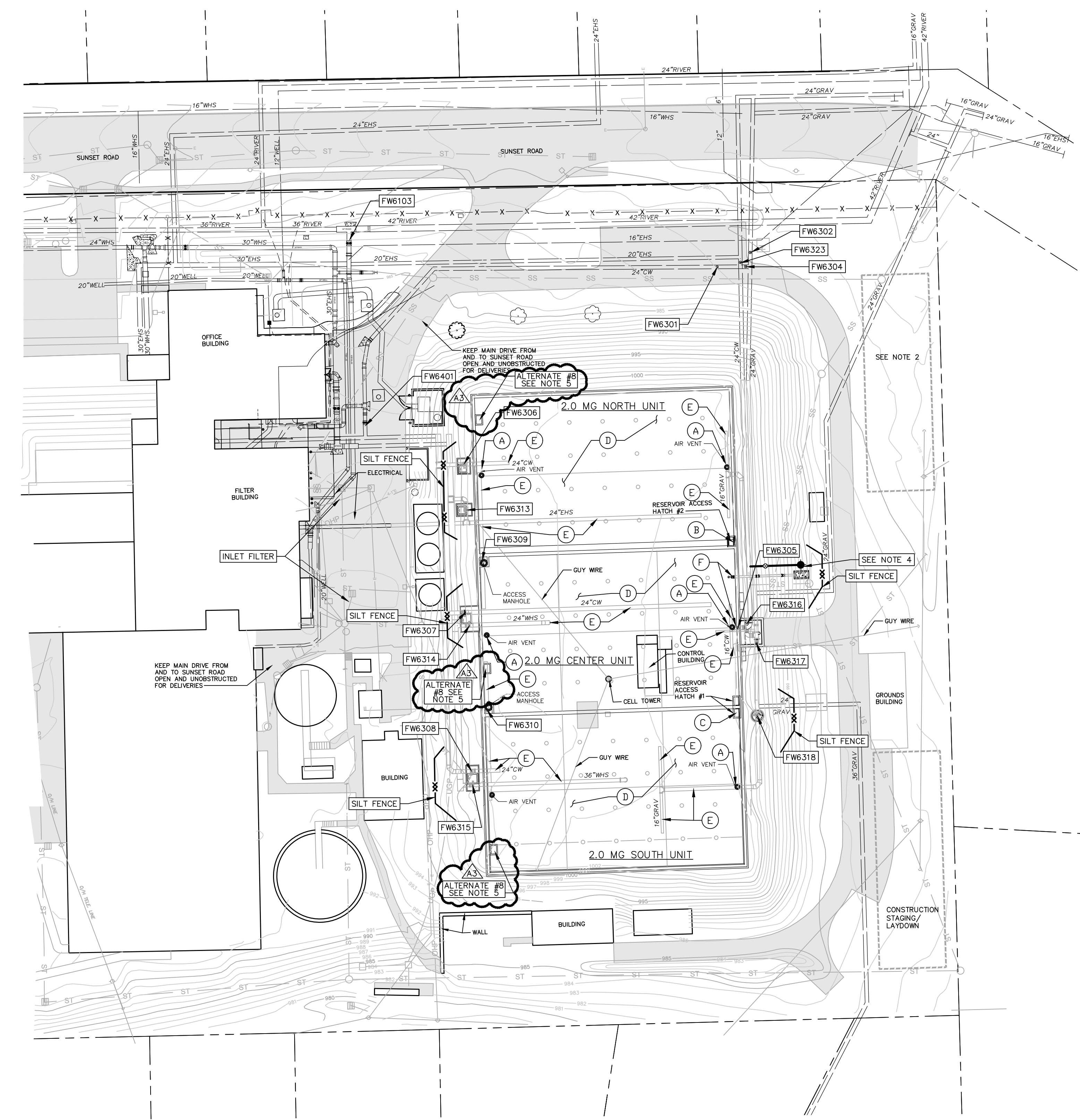
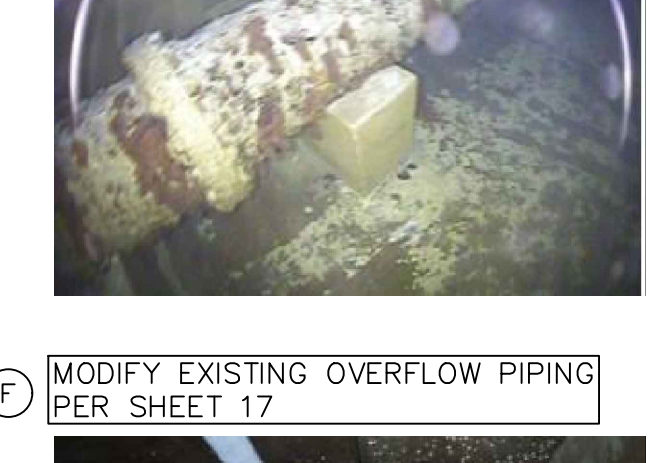
D COAT REBAR AND PATCH CONCRETE SPALLS INSIDE WET INTERIOR (SEE NOTE 3)



D RE-COAT WET INTERIOR PIPING AND APPURTENANCES TYPICAL ALL UNITS, FILL, DRAW, INTERCONNECT AND OVERFLOW PIPING.



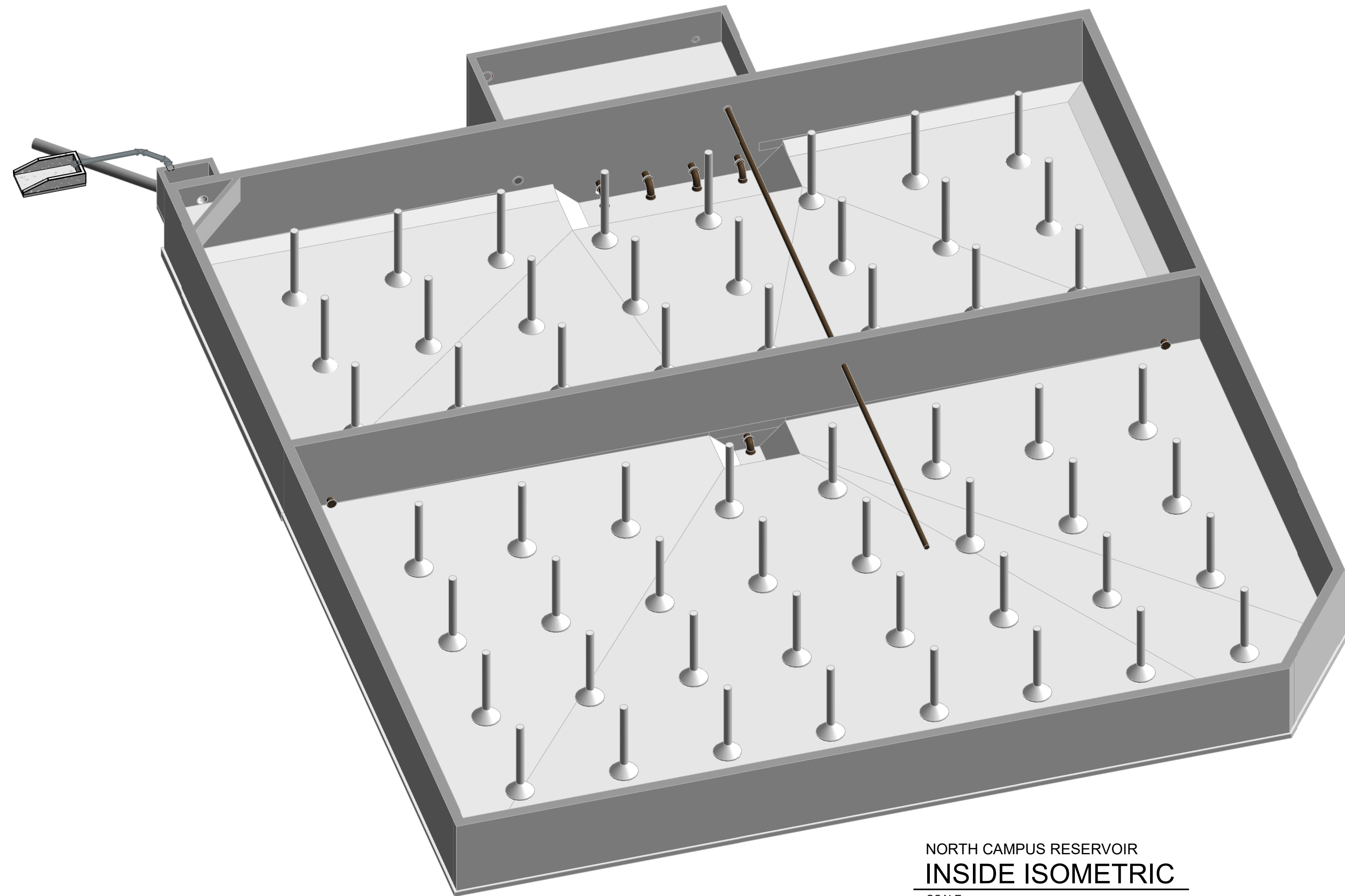
F MODIFY EXISTING OVERFLOW PIPING PER SHEET 17



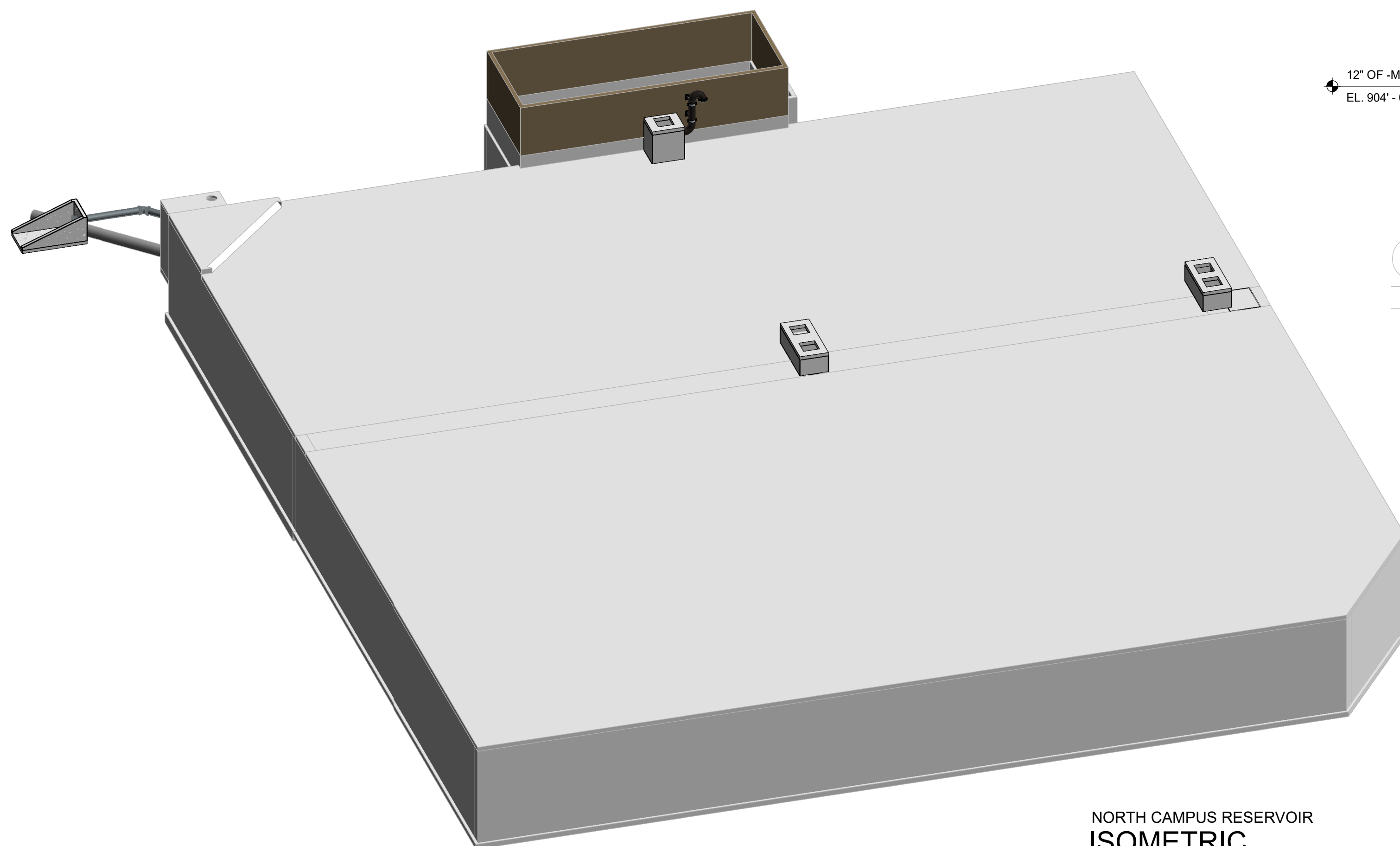
WTP RESERVOIR SITE PLAN
SCALE: 1" = 40'
0 20 40 80

PLT: INF: Z: 20211211192CADREP-B-2406.DWG LAYOUT: 16 AA WTP 6.0 MG RESERVOIR DATE: 7/13/2022 TIME: 2:27:43 PM USER: IBLAZEYSKI

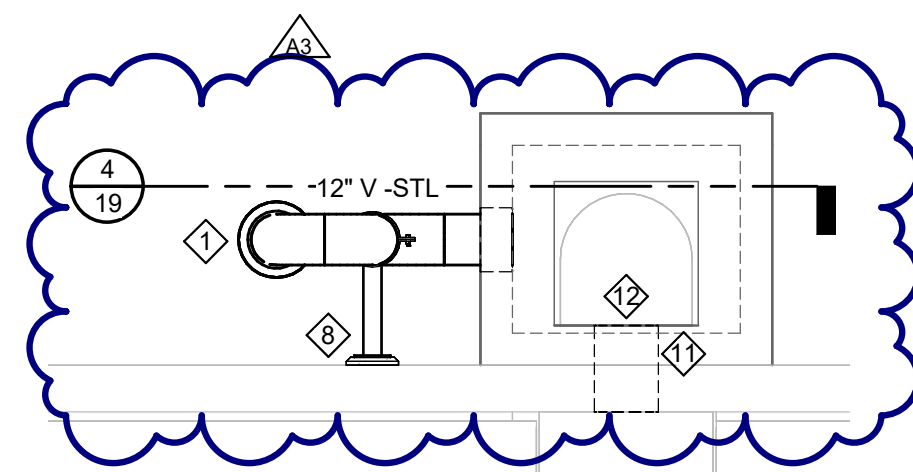
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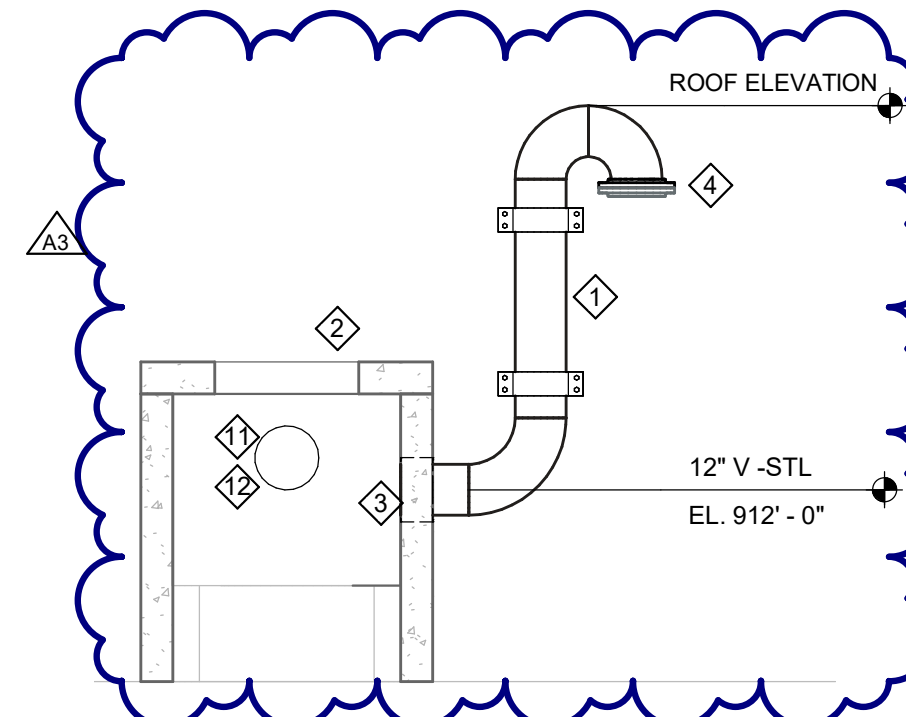
NORTH CAMPUS RESERVOIR
INSIDE ISOMETRIC
SCALE:



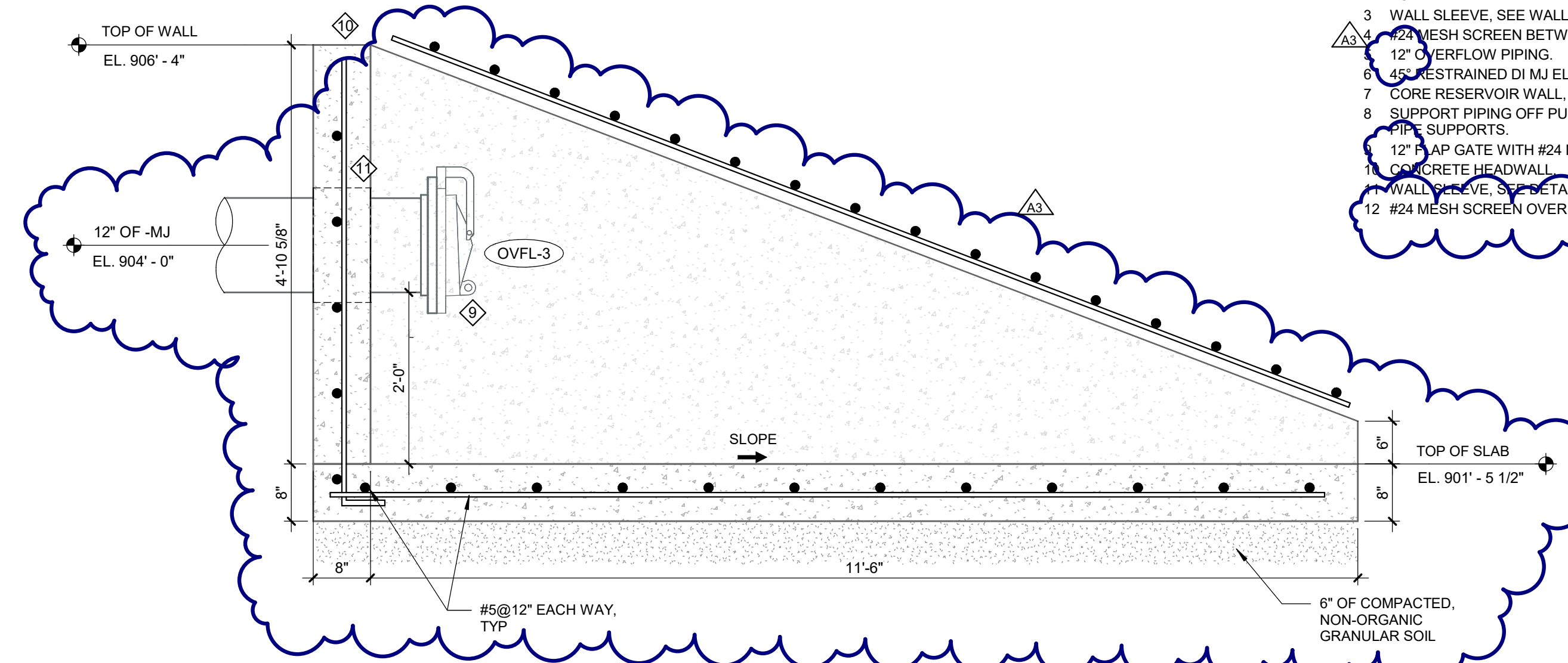
NORTH CAMPUS RESERVOIR
ISOMETRIC
SCALE: NOT TO SCALE



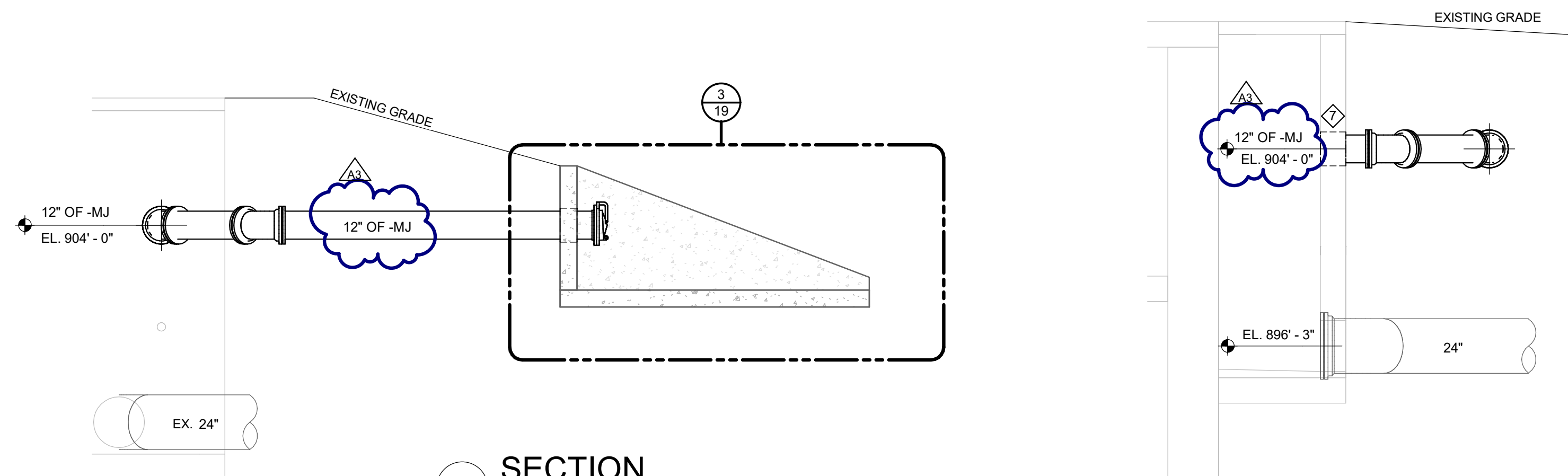
NORTH CAMPUS RESERVOIR
VENT PIPING PLAN
SCALE: 1/4" = 1'-0"
NORTH



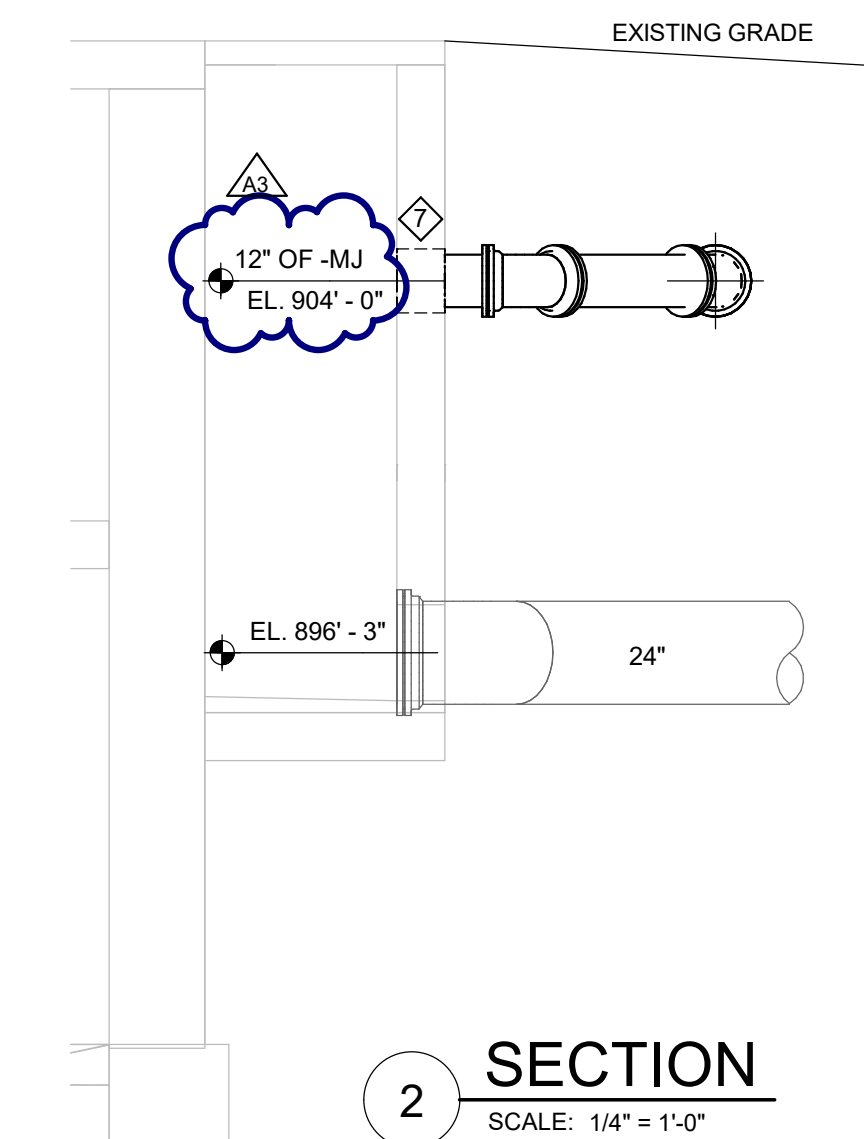
4 SECTION
SCALE: 1/4" = 1'-0"



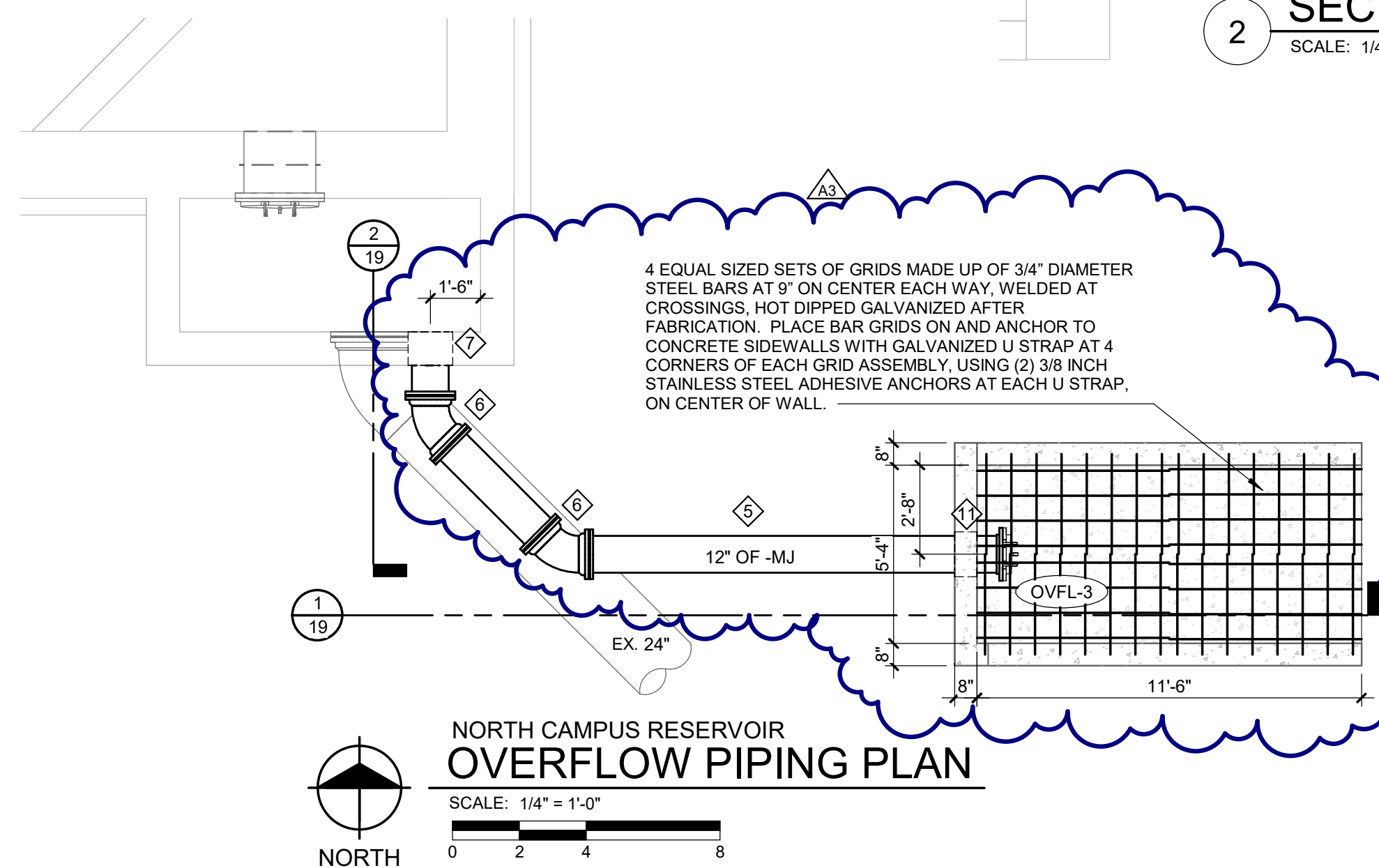
3 DETAIL
SCALE: 3/4" = 1'-0"



1 SECTION
SCALE: 1/4" = 1'-0"



2 SECTION
SCALE: 1/4" = 1'-0"



NORTH CAMPUS RESERVOIR
OVERFLOW PIPING PLAN
SCALE: 1/4" = 1'-0"
NORTH

NOTES

- SEE STRUCTURAL FOR CONCRETE NOTES AND DETAILS.
- FIELD VERIFY THE ELEVATION OF THE CONCRETE HEADWALL AND LOCATION WHERE PIPE WILL EXIT THE EMBANKMENT AND THE TOP OF THE HEADWALL SPLASH PAD MATCHES THE TOE OF THE SLOPE. ONCE CONFIRMED WITH THE ENGINEER, CONTRACTOR TO ADJUST THE FORMWORK FOR THE SIDEWALLS AS NEEDED TO MATCH THE EXISTING GRADE.
- BACKFILL BEHIND HEADWALL AS NEEDED TO MATCH EXISTING SLOPE AND DIRECT DRAINAGE AROUND THE HEADWALL.
- ALL #24 MESH SCREEN MUST HAVE A MINIMUM OF 50% OPEN AREA.

KEY NOTES

- 12" VENT PIPING.
- CONCRETE CURB AND ACCESS HATCH. SEE STRUCTURAL FOR DETAILS.
- WALL SLEEVE. SEE WALL SLEEVE VENT DETAIL.
- #24 MESH SCREEN BETWEEN FLANGES.
- 12" OVERFLOW PIPING.
- 45° RESTRAINED DI MJ ELBOW.
- CORE RESERVOIR WALL. SEE WALL PENETRATION DETAIL.
- SUPPORT PIPING OFF PUMP STATION WALL, MINIMUM OF 2 PIPE SUPPORTS.
- 12" FLAP GATE WITH #24 MESH SCREEN.
- CONCRETE HEADWALL.
- WALL SLEEVE. SEE DETAIL.
- #24 MESH SCREEN OVER SLEEVE END.

REVISIONS	
7/13/2022	A3 ADDENDUM NO. 3

5/25/2022 BIDS AND CONSTRUCTION

Drawn By: rsz
Designer: js
Reviewer: TDM
Manager: JS

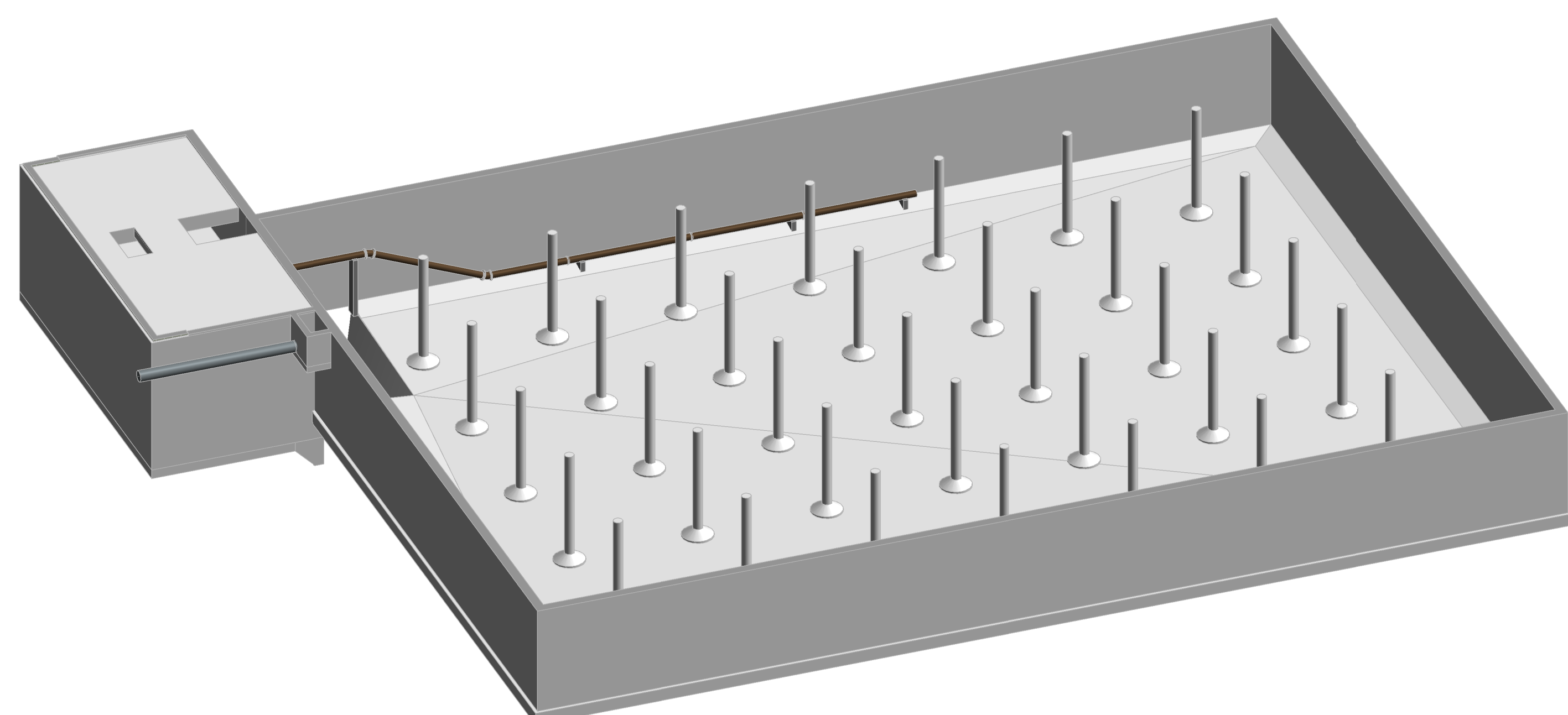
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PROJECT NO.
211162

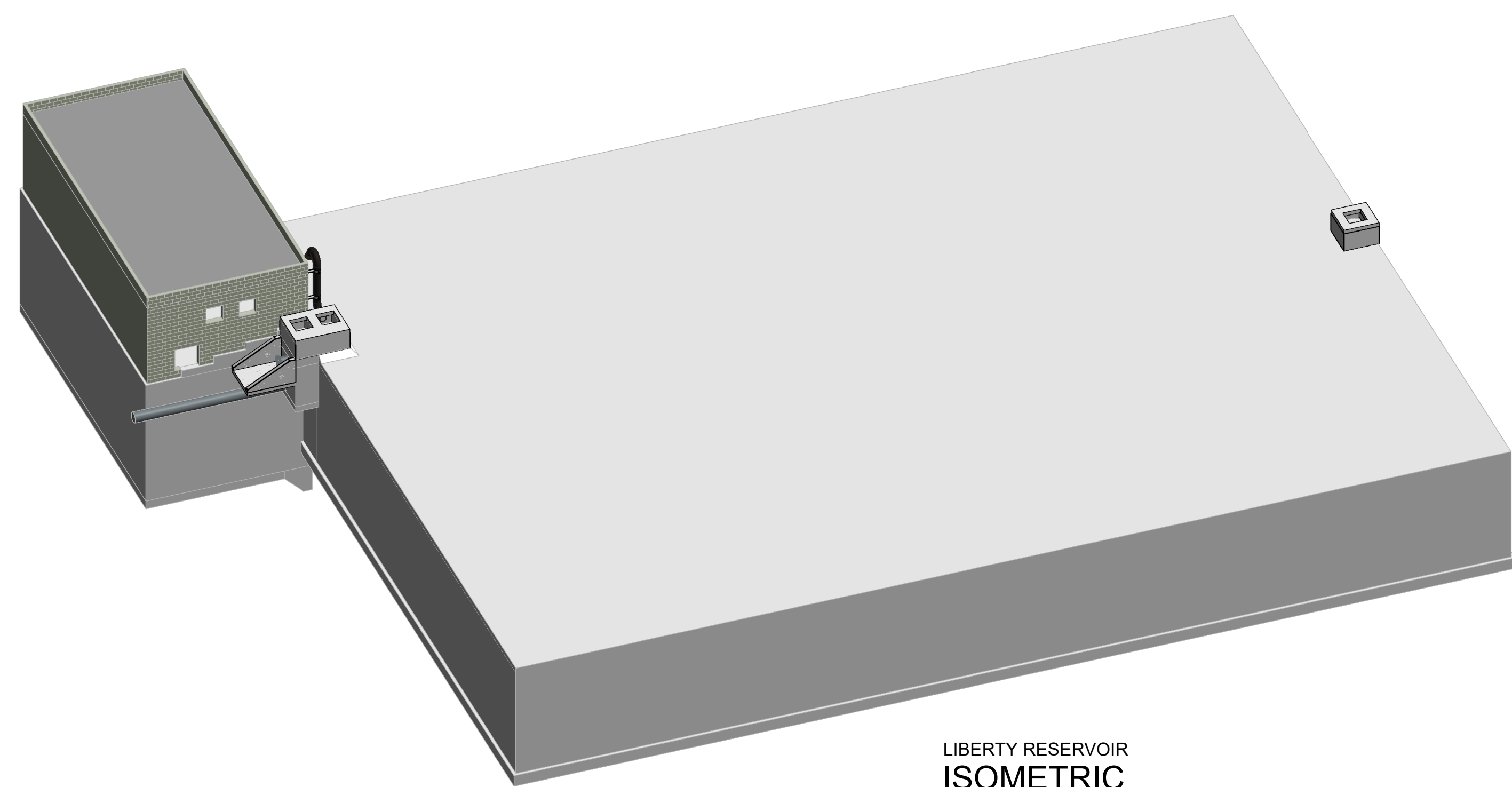
SHEET NO.



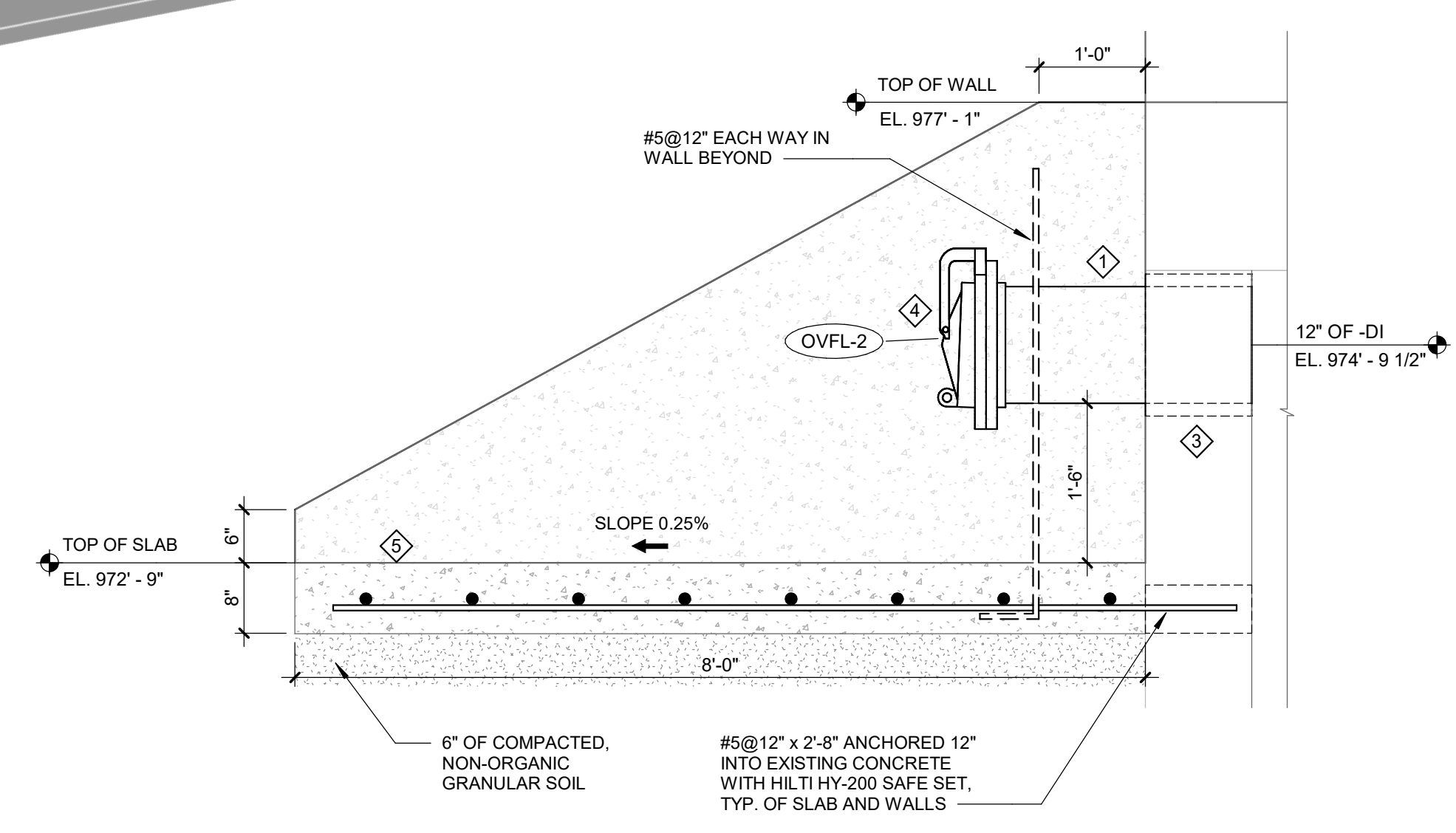
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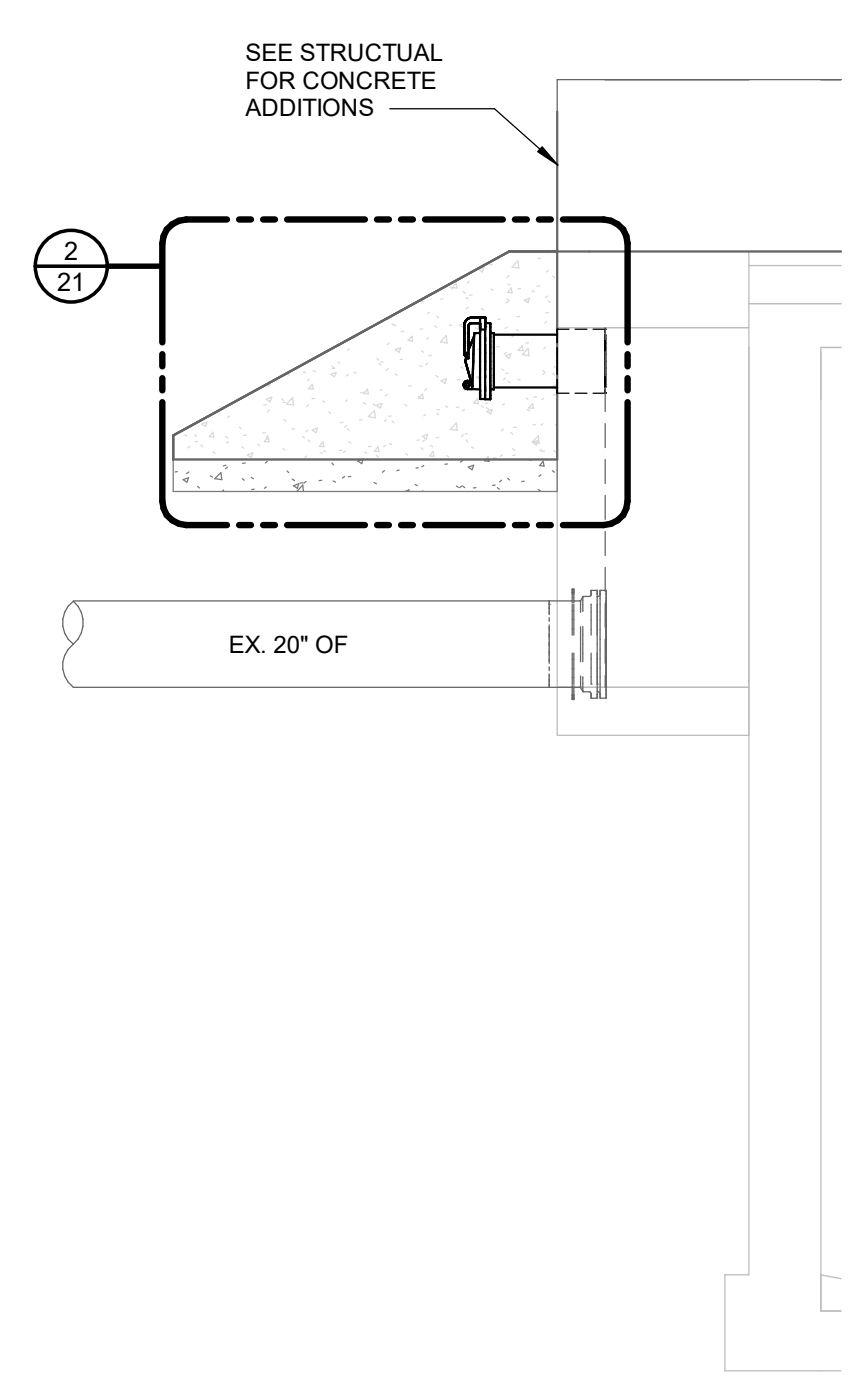
LIBERTY RESERVOIR
INSIDE ISOMETRIC
SCALE:



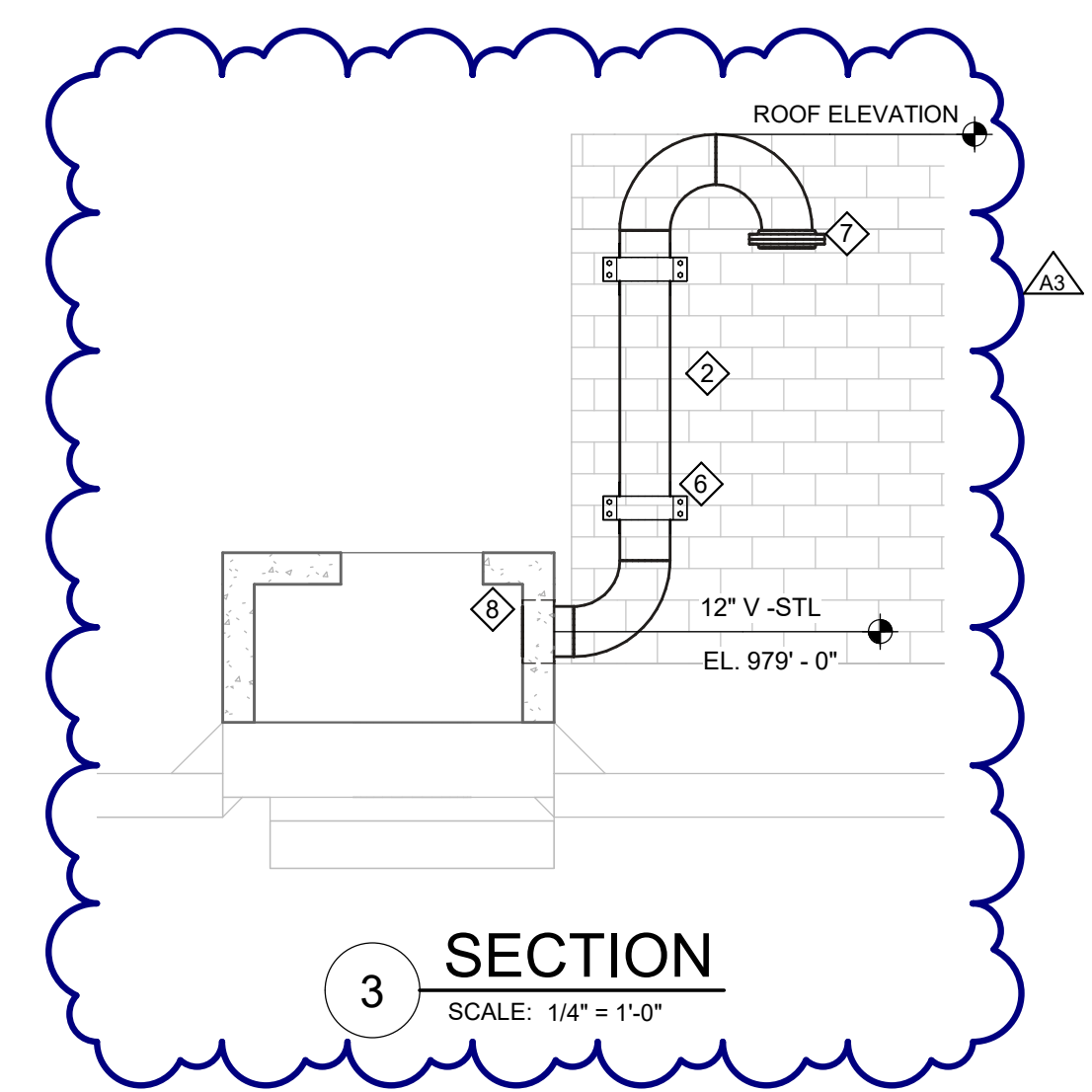
LIBERTY RESERVOIR
ISOMETRIC
SCALE: NOT TO SCALE



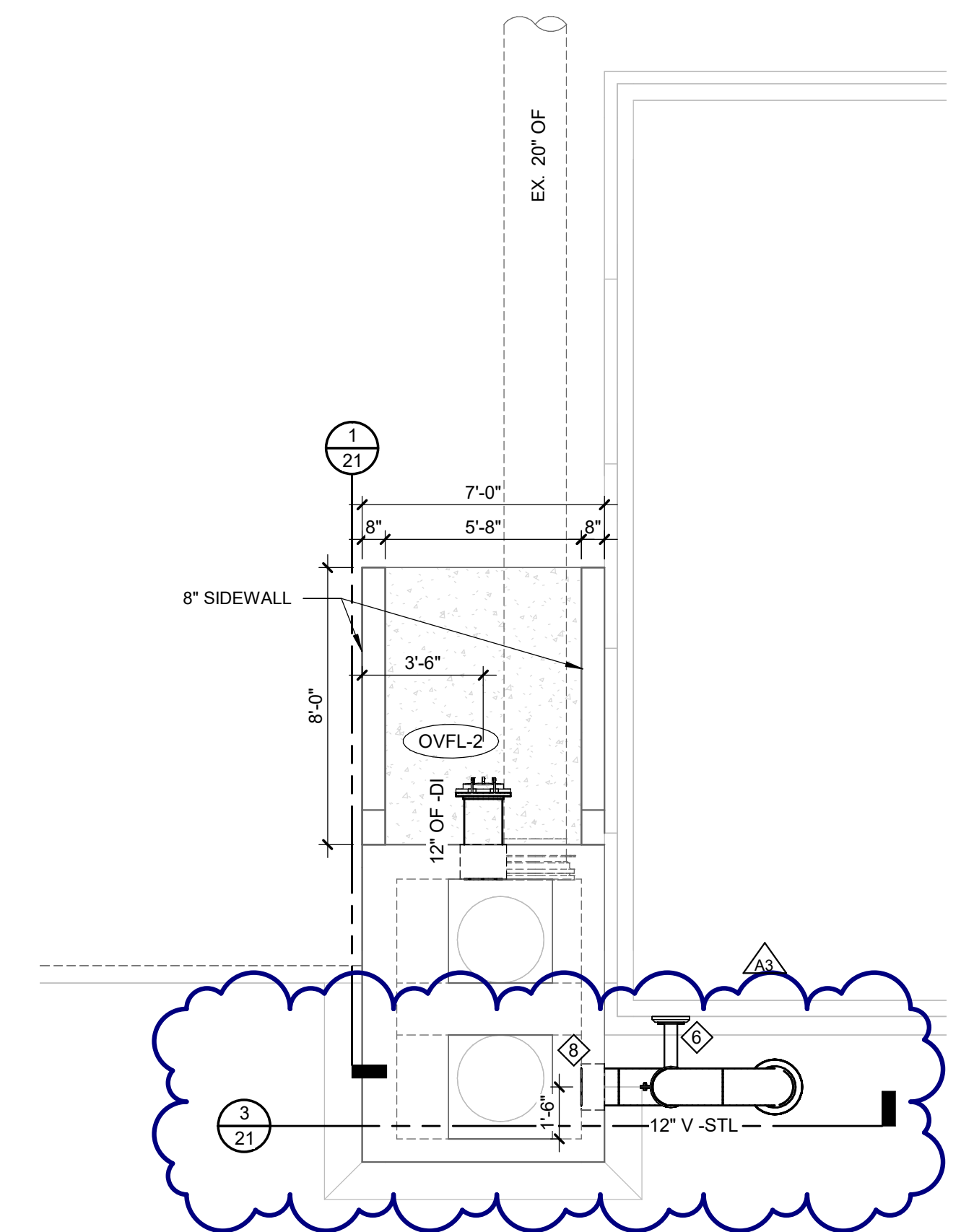
2 DETAIL
SCALE: 3/4" = 1'-0"



1 SECTION
SCALE: 1/4" = 1'-0"



3 SECTION
SCALE: 1/4" = 1'-0"



LIBERTY RESERVOIR
OVERFLOW PIPING PLAN
SCALE: 1/4" = 1'-0"



NOTES

- SEE STRUCTURAL FOR CONCRETE NOTES AND DETAILS.
- FIELD VERIFY THE ELEVATION OF THE CONCRETE HEADWALL AND LOCATION WHERE PIPE WILL EXIT THE EMBANKMENT AND THE TOP OF THE HEADWALL SPLASH PAD MATCHES THE TOE OF THE SLOPE. ONCE CONFIRMED WITH THE ENGINEER, CONTRACTOR TO ADJUST THE FORMWORK FOR THE SIDEWALLS AS NEEDED TO MATCH THE EXISTING GRADE.
- BACKFILL BEHIND HEADWALL AS NEEDED TO MATCH EXISTING SLOPE AND DIRECT DRAINAGE AROUND THE HEADWALL.

KEY NOTES

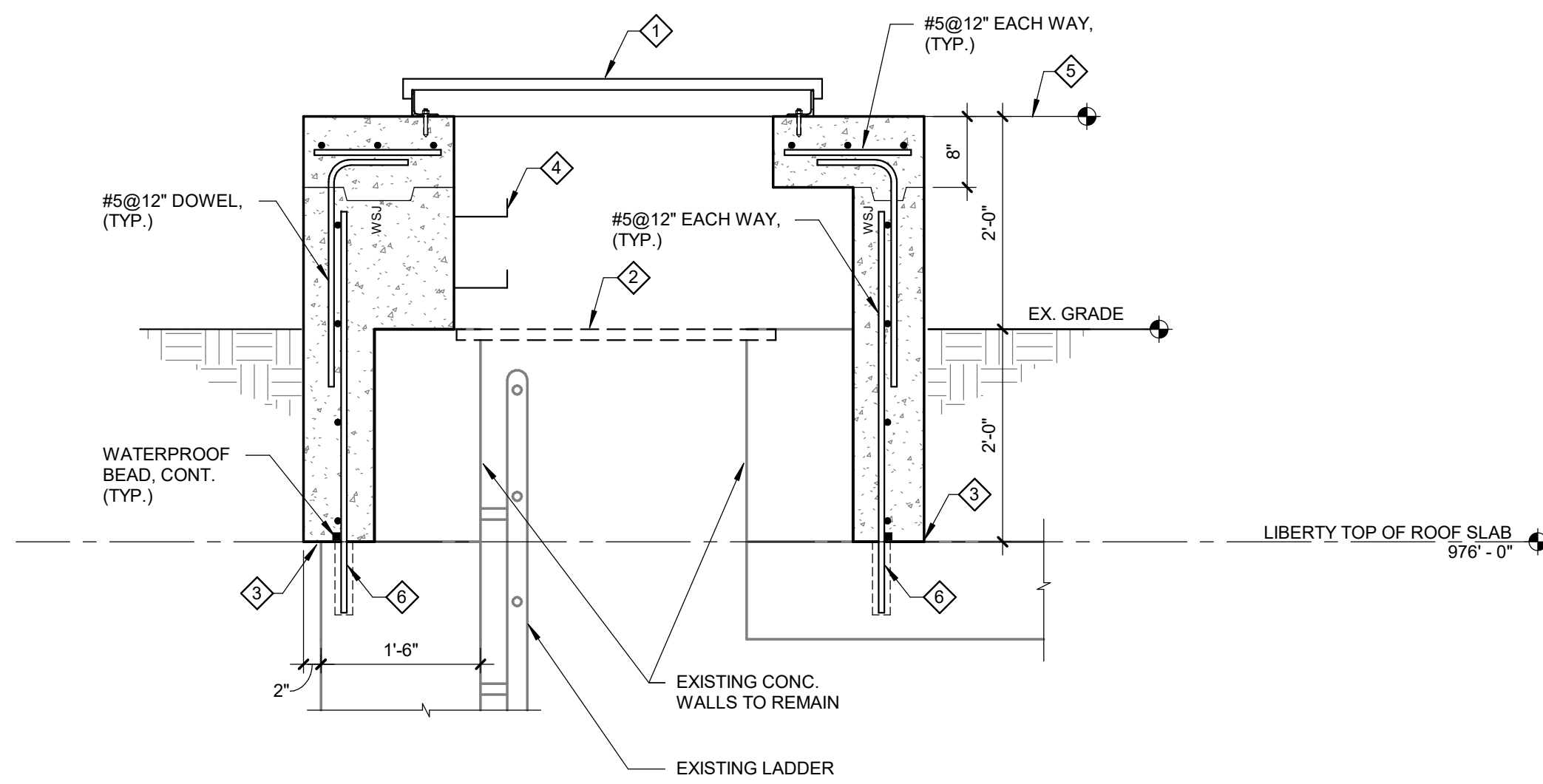
- 12" OVERFLOW PIPING. FIELD VERIFY ELEVATIONS OF EXISTING OVERFLOW VENT AND MATCH ELEVATIONS.
- 12" VENT PIPING.
- COBALT RESERVOIR WALL. SEE WALL PENETRATION DETAIL.
- 12" FLAT GATE WITH #24 MESH SCREEN.
- CONCRETE HEADWALL.
- SUPPORT PIPING OFF PUMP STATION WALL, MINIMUM OF 2 PIPE SUPPORTS.
- #24 MESH SCREEN BETWEEN FLANGES.
- WALL SLEEVE. SEE WALL SLEEVE VENT DETAIL.

REVISIONS		
7/13/2022	A3	ADDENDUM NO. 3

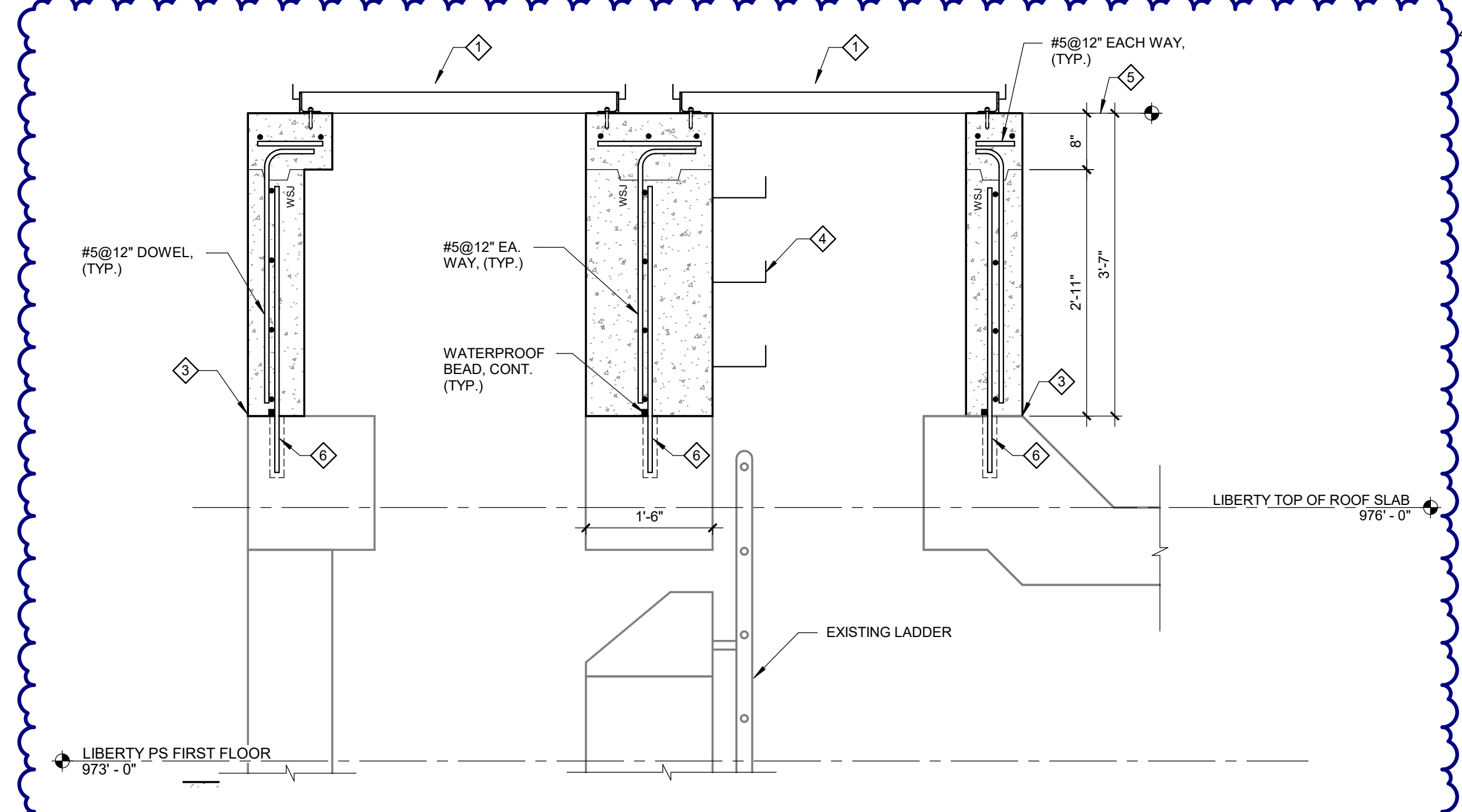
5/25/2022 BIDS AND CONSTRUCTION
Drawn By: RSZ
Designer: JS
Reviewer: TDM
Manager: JS

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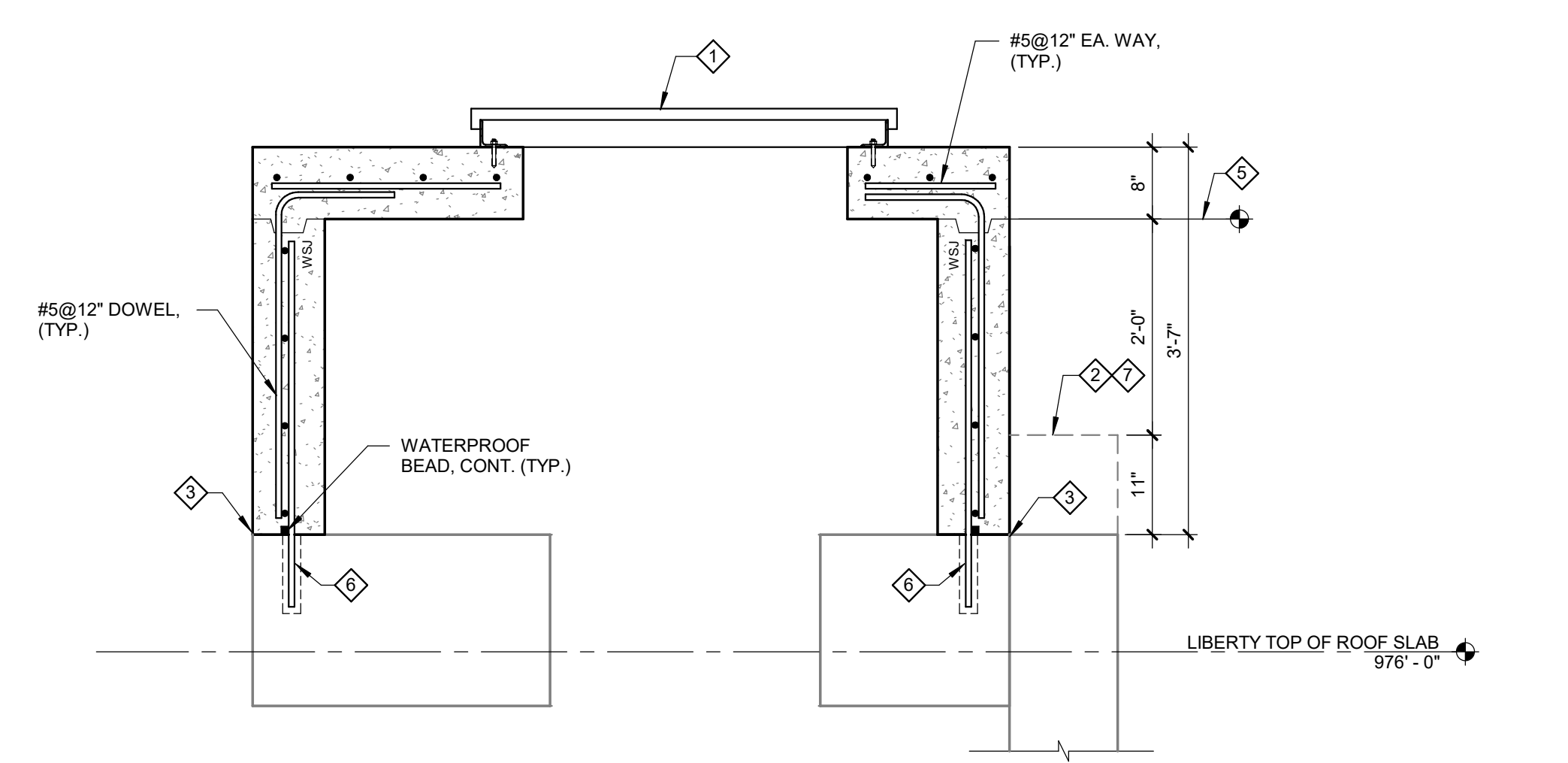
PROJECT NO.
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SHEET NO.



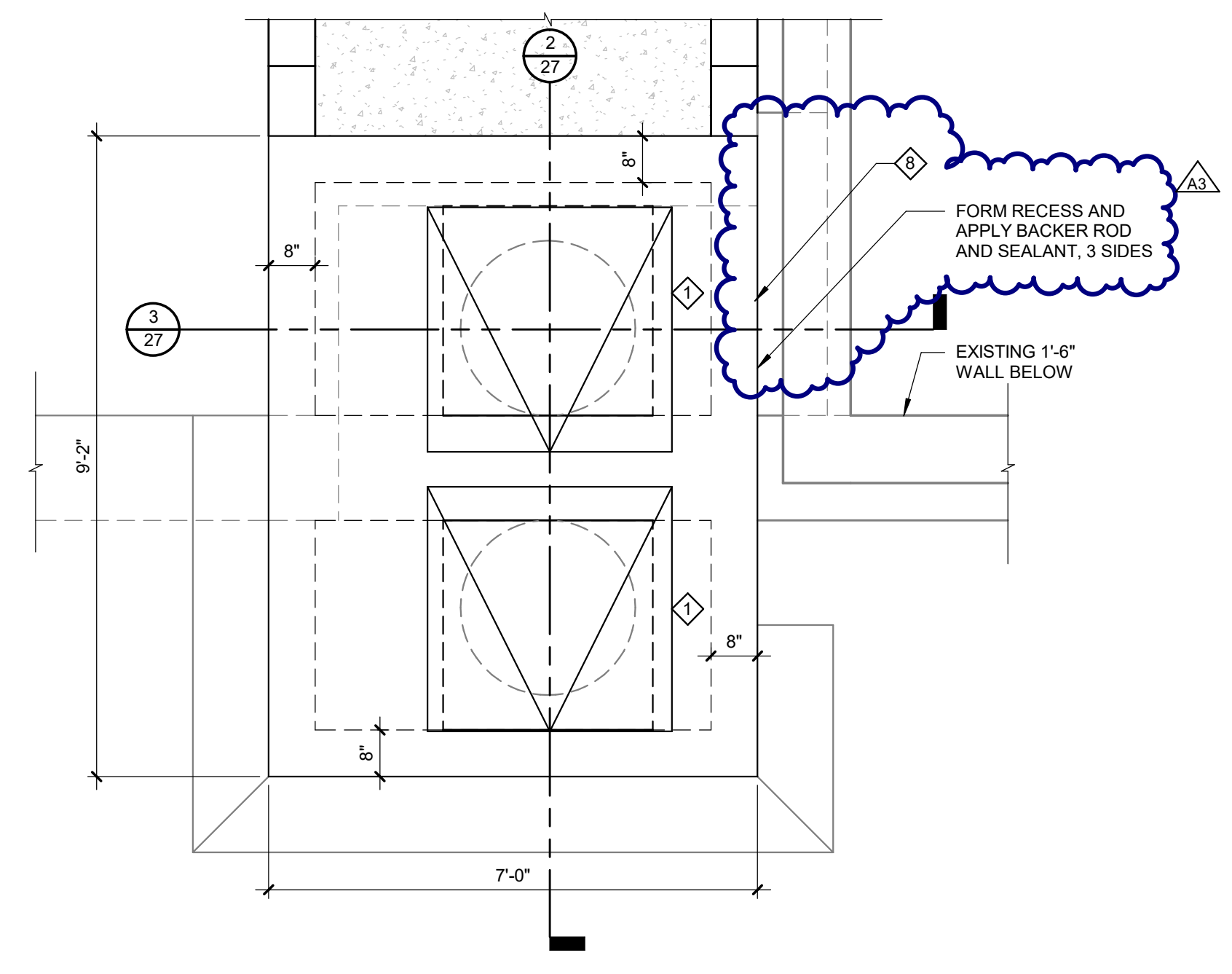
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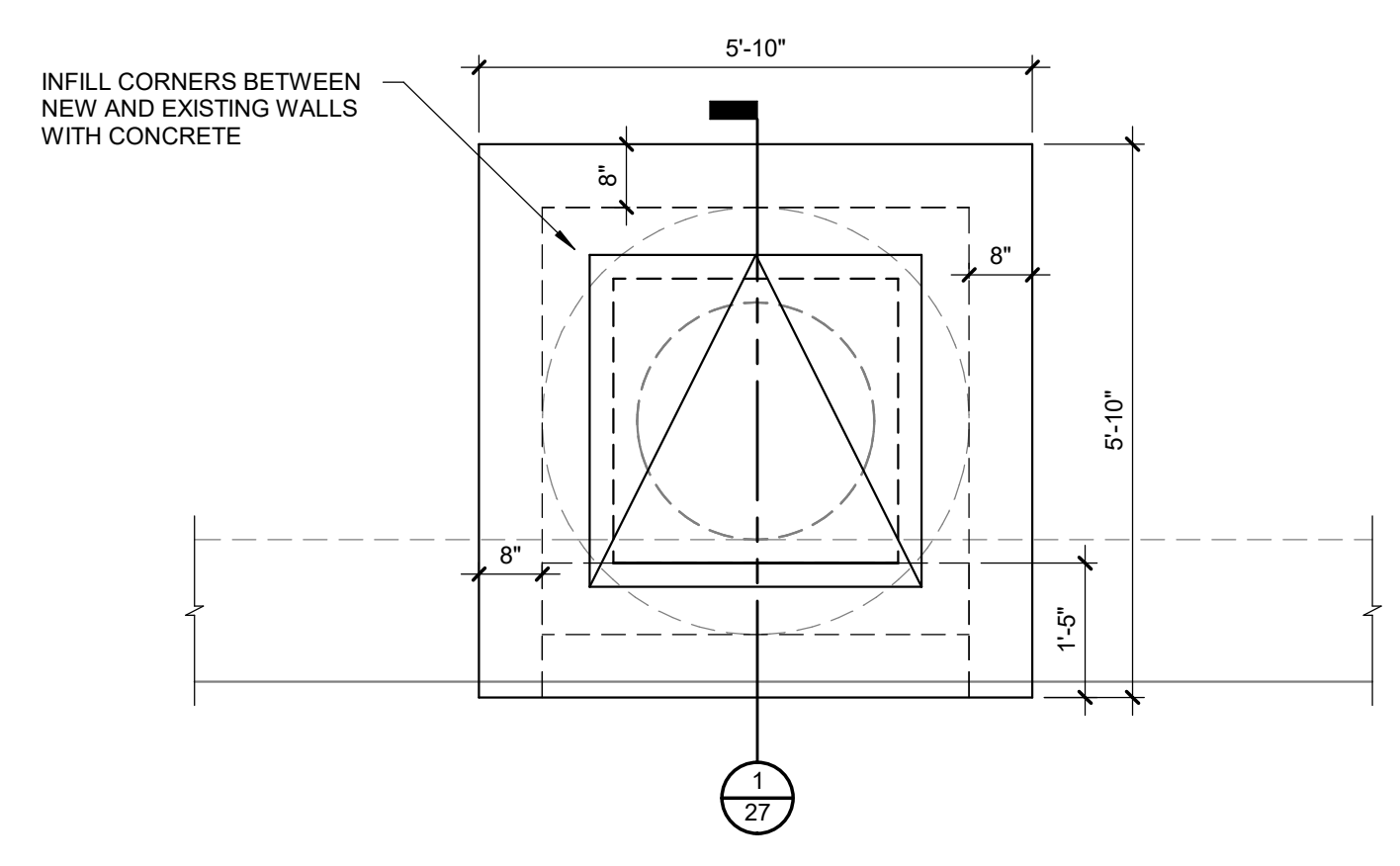
2 SECTION
SCALE: 3/4" = 1'-0"



3 SECTION
SCALE: 3/4" = 1'-0"



DOUBLE ACCESS HATCH #1 PLAN
LIBERTY RESERVOIR
SCALE: 1/2" = 1'-0"



SINGLE ACCESS HATCH #2 PLAN
LIBERTY RESERVOIR
SCALE: 1/2" = 1'-0"



KEY NOTES

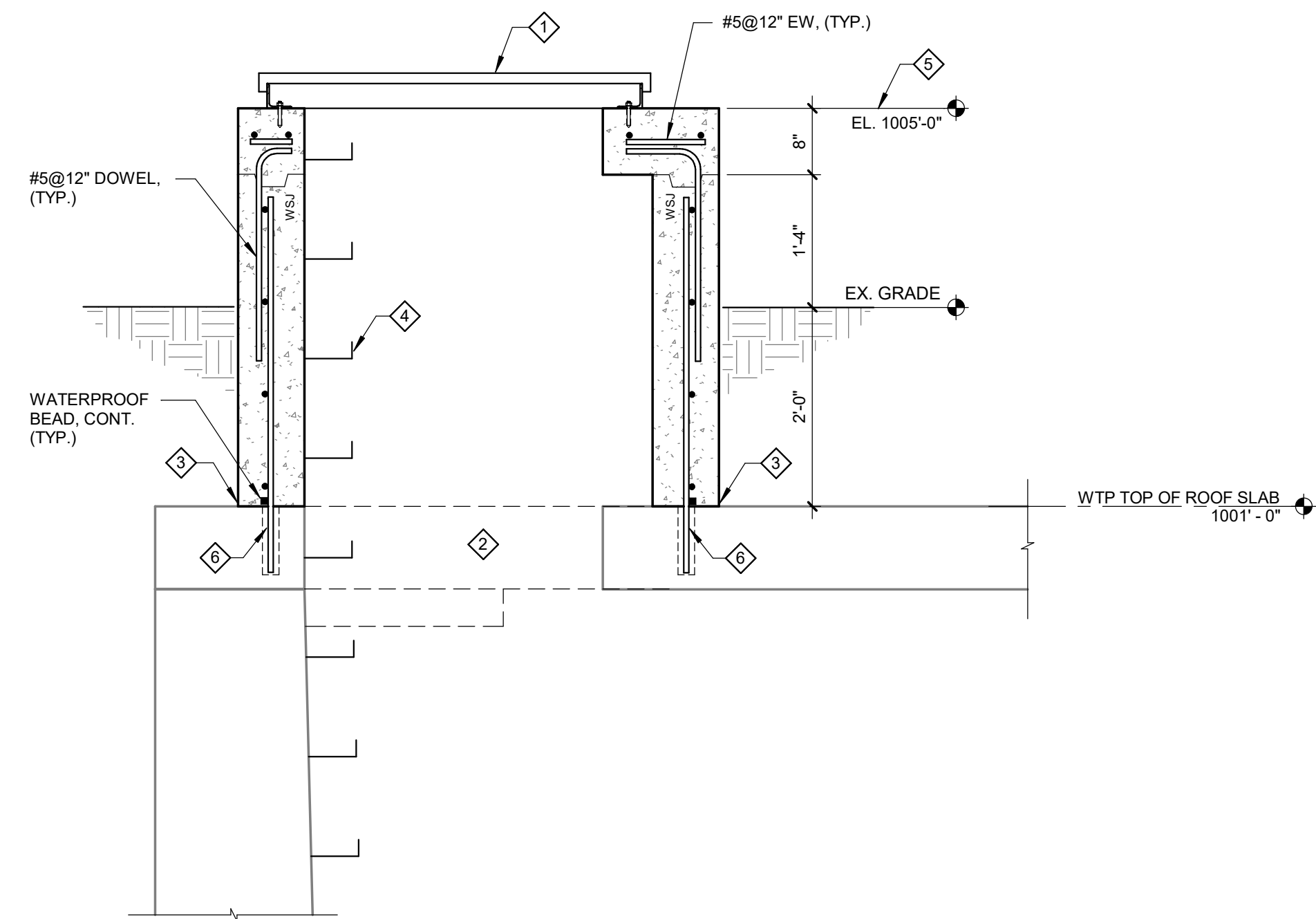
1. 42" SQUARE SURFACE MOUNTED ACCESS HATCH CENTERED OVER 36" SQUARE OPENING IN NEW SLAB. POSITIONED OVER EXISTING MANHOLE OPENING. FIELD VERIFY NEW HATCH ORIENTATION WITH RESPECT TO EXISTING LADDERS OR MANHOLE RUNGS AND WITH OWNER.
2. REMOVE EXISTING MANHOLE COVER; MANHOLE FRAME TO REMAIN. DO NOT DISTURB EXISTING CAM LOCK COVER BELOW MANHOLE COVER.
3. FIELD VERIFY EXISTING WATERPROOFING. REMOVE AS REQUIRED TO PLACE NEW CONCRETE. PROTECT REMAINING WATERPROOFING IN PLACE. PLACE NEW WATERPROOFING AND PROTECTION BOARD, LAPPED WATERTIGHT OVER EXISTING AND UP NEW WALLS TO GRADE. SECURE TOP WITH CONTINUOUS TERMINATION BAR. VERIFY COMPATIBILITY OF NEW WATERPROOFING WITH EXISTING, IF ANY.
4. NEW MANHOLE RUNGS AT 12" ON CENTER. ALIGN OVER AND SPACE TO EXISTING LADDER OR RUNGS.
5. FIELD VERIFY THAT TOP OF NEW SLAB WILL BE 2'-0" MINIMUM ABOVE EXISTING GRADE.
6. ANCHOR BAR 8" INTO EXISTING SLAB WITH HILTI HY-200 SAFE SET.
7. DEMOLISH EXISTING 11" x 5'-4" x 8'-8" (APPROX.) SLAB. CUT EXISTING DOWELS FLUSH OR BELOW REMAINING CONCRETE SURFACE. FOR SOUTH HATCH #1 ONLY, REMOVE CAM LOCK HATCH AFTER CONSTRUCTION IS COMPLETE AND SALVAGE TO OWNER, TO ALLOW RESERVOIR TO VENT TO NEW VENT PIPE.
8. PLACE 15# FELT BOND BREAKER BETWEEN EXISTING WALL AND NEW CONCRETE. TRIM EXPOSED EDGES AFTER FORM REMOVAL.

REVISIONS	
7/13/22	A3 ADDENDUM NO. 3

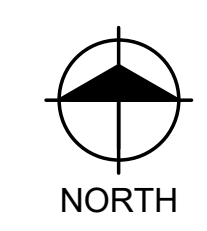
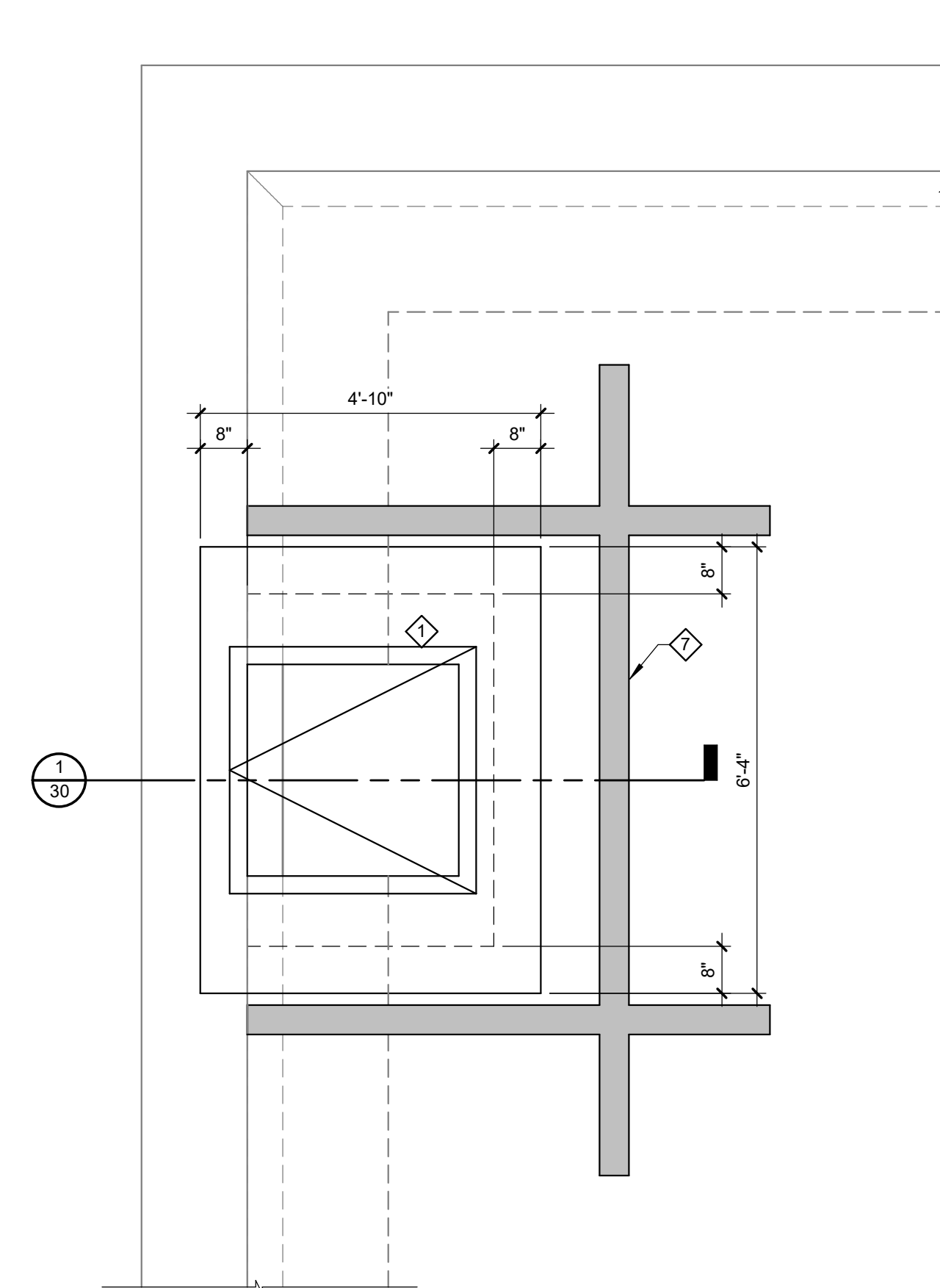
5/25/2022 BIDS AND CONSTRUCTION
Drawn By RJM
Designer DJV
Reviewer DJV
Manager JS

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PROJECT NO.
211162
SHEET NO.



1 SECTION
SCALE: 3/4" = 1'-0"



SINGLE SECONDARY ACCESS HATCH PLAN
WATER TREATMENT RESERVOIR
SCALE: 1/2" = 1'-0"

KEY NOTES

- 42" SQUARE SURFACE MOUNTED ACCESS HATCH CENTERED OVER 36" SQUARE OPENING IN NEW SLAB, POSITIONED OVER NEW SAWCUT OPENING IN EXISTING SLAB.
- SAWCUT NEW 24" WIDE (NORTH/SOUTH) x 36" LONG ACCESS HOLE IN RESERVOIR TOP SLAB.
- FIELD VERIFY EXISTING WATERPROOFING. REMOVE AS REQUIRED TO PLACE NEW CONCRETE AND CFRP. PROTECT REMAINING WATERPROOFING IN PLACE. PLACE NEW WATERPROOFING AND PROTECTION BOARD, LAPPED WATERTIGHT OVER EXISTING AND UP NEW WALLS TO GRADE AND SECURE TOP WITH TERMINATION BAR. VERIFY COMPATIBILITY OF NEW WATERPROOFING WITH EXISTING, IF ANY.
- NEW MANHOLE RUNGS AT 12" ON CENTER TO RESERVOIR FLOOR AT ELEVATION 980'-0".
- FIELD VERIFY THAT TOP OF NEW SLAB WILL BE 2'-0" MINIMUM ABOVE EXISTING GRADE.
- ANCHOR BAR 8" INTO EXISTING SLAB WITH HILTI HY-200 SAFE SET.
- PROVIDE CARBON FIBER REINFORCING PLASTIC (CFRP) ON TOP OF TOP SLAB OF RESERVOIR, EACH SIDE OF NEW ACCESS HOLES, EACH DESIGNED TO OFFSET THE CUTTING OF 2.17 SQ. IN. OF GRADE 33 REINFORCING TOP BARS. LAP CFRP PAST HOLES AS REQUIRED TO DEVELOP FULL STRENGTH OF CFRP. WRAP CFRP OVER EDGE OF SLAB AS NECESSARY FOR DEVELOPMENT.

NOTES

- THE INFORMATION OF THIS SHEET APPLIES TO EACH OF 3 NEW HATCHES FOR THE WATER TREATMENT PLANT RESERVOIR; SEE THE SITE PLAN ON SHEET 16 FOR LOCATIONS.
- THE INFORMATION ON THIS SHEET IS PART OF ALTERNATE NO. 8.

REVISIONS	
7/13/22	A3 ADDENDUM NO. 3

5/25/2022 BIDS AND CONSTRUCTION

Drawn By RJM
Designer DJV
Reviewer DJV
Manager JS

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211162
SHEET NO.

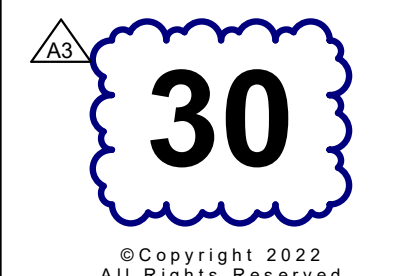


TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION	3
SECTION II: SCOPE OF SERVICES	10
SECTION III: MINIMUM INFORMATION REQUIRED	11
SECTION IV: ATTACHMENTS	28

SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a firm to provide construction services to complete work at the Ann Arbor Water Treatment Plant including the replacement of existing valves, improvements to existing utility structures, and the recoating of existing process piping. The work also includes miscellaneous improvements at multiple finished water storage tanks and reservoirs including steel pipe and surface recoating, access and ventilation improvements, and overflow piping replacement.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

All questions regarding this RFP shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before Tuesday, June 14, 2022 at 3:00 p.m. (local time), and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Emily Schlanderer, PE at ESchlanderer@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - CSpencer@a2gov.org

Should any prospective bidder be in doubt as to the true meaning of any portion of this RFP, or should the prospective bidder find any ambiguity, inconsistency, or omission therein, the prospective bidder shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the prospective bidder's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

A pre-proposal conference for this project will be held on **Thursday June 9, 2022 at 919 Sunset Road, Ann Arbor, MI 48103. Attendance at this meeting 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.

D. 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 in ink. 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.

E. 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.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before Thursday, July 7, 2022 by 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent should submit in a sealed envelope

- **one (1) original proposal**
- **one (1) additional proposal copy**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Proposals submitted should be clearly marked: “**RFP No. 22-53 – Valve and Finished Water Tank & Reservoir Improvements**” and list the bidder’s name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is accessible to the public at all hours. The City will not be liable to any prospective bidder for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal.

Bidders are responsible for submission of their proposal. Additional time will not be granted to a single prospective bidder. However, additional time may be granted to all prospective bidders at the discretion of the City.

A proposal may be disqualified if the following required forms are not included with the 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**

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

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the Construction Agreement is included as Attachment A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. **The City will not entertain changes to its Construction Agreement.**

For all construction work, the respondent must further adhere to the City of Ann Arbor General Conditions. The General Conditions are included herein. Retainage will be held as necessary based on individual tasks and not on the total contract value. The Contractor shall provide the required bonds included in the Contract Documents for a value of \$50,000 for the duration of the Contract. The cost for these bonds shall be included in the fee schedule and paid for by the City quarterly. If the value of work at any time exceeds \$50,000, the Contractor shall adjust the bonding amount appropriately.

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected bidder's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. NONDISCRIMINATION

All bidders proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment G shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

J. WAGE REQUIREMENTS

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of Michigan Department of Transportation Prevailing Wage Forms (sample attached hereto) or a City-approved equivalent will be required along with wage rate interviews.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. **The wage determination(s) current on the date 10 days before proposals are due shall apply to this contract.** The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: www.wdol.gov.

For the purposes of this RFP the Construction Type of Heavy will apply.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected bidder unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, bidder agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If any bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Manager. The Purchasing Manager will provide the bidder with the 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.

O. SCHEDULE

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	June 14, 2022, 3:00 p.m. (local time)
Addenda Published (if needed)	Week of June 20, 2022
Proposal Due Date	July 7, 2022, 2:00 p.m. (local time)
Selection/Negotiations	July 2022
Expected City Council Authorizations	September 2022

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

P. IRS FORM W-9

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

Q. 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.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

R. IDLEFREE ORDINANCE

The City of Ann Arbor adopted an idling reduction Ordinance that went into effect July 1, 2017. The full text of the ordinance (including exemptions) can be found at: www.a2gov.org/idlefree.

Under the ordinance, No Operator of a Commercial Vehicle shall cause or permit the Commercial Vehicle to Idle:

- (a) For any period of time while the Commercial Vehicle is unoccupied; or
- (b) For more than 5 minutes in any 60-minute period while the Commercial Vehicle is occupied.

In addition, generators and other internal combustion engines are covered

- (1) Excluding Motor Vehicle engines, no internal combustion engine shall be operated except when it is providing power or electrical energy to equipment or a tool that is actively in use.

S. ENVIRONMENTAL COMMITMENT

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

T. BID SECURITY

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

U. MAJOR SUBCONTRACTORS

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the City.

V. LIQUIDATED DAMAGES

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

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.

SECTION II - SCOPE OF SERVICES

Please see the drawings and detailed specifications for more details.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

Bidders should organize Proposals into the following Sections:

- A. Qualifications, Experience and Accountability
- B. Workplace Safety
- C. Workforce Development
- D. Social Equity and Sustainability
- E. Schedule of Pricing/Cost
- F. Authorized Negotiator
- G. Attachments

Bidders are strongly encouraged to provide details for all of the information requested below within initial proposals. Backup documentation may be requested at the sole discretion of the City to validate all of the responses provided herein by bidders. False statements by bidders to any of the criteria provided herein will result in the proposal being considered non-responsive and will not be considered for award.

Pursuant to Sec 1:314(9) of the City Code which sets forth requirements for evaluating construction bids, Bidders should submit the following:

A. Qualifications, Experience and Accountability - 20 Points

1. Qualifications and experience of the bidder and of key persons, management, and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. A statement from the bidder as to any major subcontractors it expects to engage including the name, work, and amount.

B. Workplace Safety – 20 Points

1. Documentation of an on-going, Michigan OSHA-approved safety-training program for employees to be used on the proposed job site.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference within this criterion will be given to an EMR of 1.0 or less based on a three-year average.
3. Evidence that all craft labor that will be employed by the bidder for the project has, or will have prior to project commencement, completed at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. The safety record of bidder and major subcontractors, including OSHA, MIOSHA, or other safety violations.

C. Workforce Development – 20 Points

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Documentation as to bidder's pay rates, health insurance, pension or other retirement benefits, paid leave, or other fringe benefits to its employees.
3. Documentation that the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the USDOL Office of Apprenticeship.

D. Social Equity and Sustainability – 20 Points

1. A statement from the bidder as to what percentage of its workforce resides in the City of Ann Arbor and in Washtenaw County, Michigan. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Evidence that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin,

marital status, sexual orientation, gender identity or expression, height, weight, or disability.

4. The bidder's proposed use of sustainable products, technologies, or practices for the project, which reduce the impact on human health and the environment, including raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and waste management.
5. The bidder's environmental record, including findings of violations and penalties imposed by government agencies.

REVISED BID FORM

E. Schedule of Pricing/Cost – 20 Points

Company: Weiss Construction Co. LLC

Bid Items

Notes:

1. All five (5) Base Bid sections shall be bid. Bidders shall provide a Unit Price for ALL bid items for each Base Bid section and Total Price for ALL Base Bid sections specified.
2. Bidder shall provide prices or acknowledge "No Bid" for all Alternate Bid items specified.
3. Quantities included in the bid tables represent estimated quantities for different work. The Contractor shall be compensated for the actual number of items completed using the unit prices provided.
4. Each item shall include all preparatory and post repair work, including but not limited to field measurements, shop drawings, scaffolding, demolition, dust control, protection of Owner equipment, protection of process water, clean up, restoration, and all related items.
5. The City, at its sole discretion, may elect to delete any portion of the work delineated below, with no change to the unit prices provided. Work shall be determined based upon the availability of funds.
6. Any item not provided in the following list shall be considered incidental.
7. Contract shall be awarded based on the Base Bid or any combination of a Base Bid(s) and Alternate Bid(s) in any manner the City believes to be in its best interest.

Schedule

1. The Bidder agrees that the Work will be substantially and fully completed on or before the dates specified under Article III of the Contract, Time of Completion and meet milestones as specified in Section 01 31 00. Anticipated Notice to Proceed is November 2022.
2. Any exceptions to this schedule can be proposed by the prospective bidder in Section 3 – Time Alternate.

Base Bids

For the entire work outlined in these documents for Valve and Finished Water Tank & Reservoir Improvements, complete as specified, using equipment and materials only of the type and manufacturers where specifically named.

BASE BID #1 – Water Treatment Plant – River Valve Replacement and Reservoir Improvements (Lump Sum)					
Location: 919 Sunset Road, Ann Arbor, MI 48103					
	Description	Units	Quantity	Unit Cost	Extended Cost
1.0	GENERAL				
1.1	General Conditions (Max 10%)	LS	1		\$ 270,000
1.2	Mobilization (Max 10%)	LS	1		\$ 109,240
1.3	Certified Payroll Compliance and Reporting	LS	1		\$ 1,200
1.4	Permit Allowance	ALW	1		\$ 7,500
1.5	Miscellaneous Repair Allowance	ALW	1		\$ 100,000
1.6	Concrete Repair Allowance	ALW	1		\$ 30,000

REVISED BID FORM

BASE BID #1 – Water Treatment Plant – River Valve Replacement and Reservoir Improvements (Lump Sum) Location: 919 Sunset Road, Ann Arbor, MI 48103					
	Description	Units	Quantity	Unit Cost	Extended Cost
1.7	Coating Inspection Services Allowance	ALW	1		\$ 10,000
1.8	Tank Inspection Services Allowance	ALW	1		-
2.0	RIVER VALVE REPLACEMENT				
2.1	Replace 30" Valve, Adjacent Piping and Supports	LS	1	\$	\$99,070
2.2	Replace Existing Grating	LS	1	\$	\$56,550
2.3	Replace Existing Hangers and Supports	LS	1	\$	\$17,960
3.0	RESERVOIR VALVE VAULT IMPROVEMENTS				
3.1	Replace Reservoir Valves and Adjacent Piping Valves FW6306, FW6307, FW6314, FW6308, FW6315 (NOT FW6313, FW6305, FW6316, FW6317, FW6318)	LS	1	\$	\$216,700
3.2	Vault Structure Improvements Vaults 1, 3, 4 (NOT Vaults 2, 5)	LS	1	\$	\$ 335,820
3.3	Vault House Grating Replacement	LS	1	\$	-
4.0	FILTER EFFLUENT PIPING IMPROVEMENTS				
4.1	Filter Effluent Piping Spot Repair	LS	1	\$	\$ 87,550
4.2	Filter Effluent Piping Pipe Repair Wrap	LS	1	\$	\$ 37,500
4.3	Filter Effluent Piping Support Replacement	LS	1	\$	\$ 81,450
4.4	Filter Effluent Piping Coating Replacement	LS	1	\$	\$ 14,065
5.0	RESERVOIR IMPROVEMENTS				
5.1	Replace Air Vent Screens	EA	6	\$ 2,210	\$ 13,260
5.2	Modify Existing Reservoir Access Hatch #1	LS	1	\$	\$ 37,000
5.3	Modify Existing Reservoir Access Hatch #2	LS	1	\$	\$ 25,230
5.4	Patch Concrete Spalls on Reservoir Ceiling, Shallow	EA	100	\$ 240	\$24,000
5.5	Coat Rebar and Patch Concrete Spalls on Reservoir Ceiling, Deep	EA	100	\$ 298	\$ 29,800
5.6	Patch Concrete Spalls on Reservoir Walls, Shallow	EA	100	\$ 240	\$ 24,000
5.7	Coat Rebar and Patch Concrete Spalls on Reservoir Walls, Deep	EA	100	\$ 298	\$ 29,800
5.8	Re-Coat All Wet Interior Piping and Appurtenances	LS	1	\$	-
5.9	Modify Existing Overflow Piping	LS	1	\$	\$ 98,990
5.10	Fire Hydrant	LS	1	\$	\$ 50,935
5.11	Site Restoration	LS	1	\$	\$ 44,810
BASE BID #1 TOTAL					\$ 1,852,430.00

REVISED BID FORM

BASE BID #1 – Water Treatment Plant – River Valve Replacement and Reservoir Improvements (Lump Sum)					
Location: 919 Sunset Road, Ann Arbor, MI 48103					
	Description	Units	Quantity	Unit Cost	Extended Cost
Alternate #1 – Vault #2 Structure Improvements (Add)				-	
Alternate #2 – Remove Valve FW 6317 Replacement (Deduct)				-	
Alternate #8 – Install New Reservoir Access Hatches (Add)				\$ 115,860	

BASE BID #2 – North Campus – Reservoir Improvements (Lump Sum)					
Location: 1800 Beal Avenue, Ann Arbor, MI 48105					
	Description	Units	Quantity	Unit Cost	Extended Cost
1.0	GENERAL				
1.1	General Conditions (Max 10%)	LS	1		\$ 37,100
1.2	Mobilization (Max 10%)	LS	1		\$ 17,200
1.3	Certified Payroll Compliance and Reporting	LS	1		\$ 1
1.4	Permit Allowance	ALW	1		\$ 2,500
1.5	Miscellaneous Repair Allowance	ALW	1		\$ 10,000
1.6	Concrete Repair Allowance	ALW	4		-
1.7	Tank Inspection Services Allowance	ALW	1		\$ 5,000
2.0	RESERVOIR IMPROVEMENTS				
2.1	Modify Existing Reservoir Access Hatch #1	LS	1	\$	\$ 44,270
2.2	Modify Existing Reservoir Access Hatch #2	LS	1	\$	\$ 27,500
2.3	Re-Coat All Wet Interior Piping and Appurtenances	LS	4	\$	-
2.4	Modify Existing Overflow Piping	LS	1	\$	\$ 108,800
2.5	Site Restoration	LS	1	\$	\$ 24,860
BASE BID #2 TOTAL				\$ 277,231	
Alternate #3 – Relocate Existing Reservoir Access Hatch #1 (Add)				\$96,750	

BASE BID #3 – Liberty – Reservoir Improvements (Lump Sum)					
Location: 2675 West Liberty Road, Ann Arbor, MI 48103					
	Description	Units	Quantity	Unit Cost	Extended Cost
1.0	GENERAL				
1.1	General Conditions (Max 10%)	LS	1		\$ 30,000
1.2	Mobilization (Max 10%)	LS	1		\$ 22,900
1.3	Certified Payroll Compliance and Reporting	LS	1		\$ 1
1.4	Permit Allowance	ALW	1		\$ 2,500
1.5	Miscellaneous Repair Allowance	ALW	1		\$ 10,000

REVISED BID FORM

BASE BID #3 – Liberty – Reservoir Improvements (Lump Sum)					
Location: 2675 West Liberty Road, Ann Arbor, MI 48103					
	Description	Units	Quantity	Unit Cost	Extended Cost
1.6	Concrete Repair Allowance	ALW	1		\$ 10,000
1.7	Tank Inspection Services Allowance	ALW	1		\$ 5,000
2.0	RESERVOIR IMPROVEMENTS				
2.1	Modify Existing Overflow Piping	LS	1	\$	\$ 80,320
2.2	Modify Existing Reservoir Access Hatch #1	LS	1	\$	\$ 33,210
2.3	Modify Existing Reservoir Access Hatch #2	LS	1	\$	\$ 18,000
2.4	Re-Coat All Wet Interior Piping and Appurtenances	LS	4	\$	-
2.5	Coat Rebar and Patch Concrete Spalls on Reservoir Walls, Shallow	EA	5	\$	-
2.6	Site Restoration	LS	1	\$	\$ 13,100
BASE BID #3 TOTAL					\$ 225,031

BASE BID #4 – Manchester – Elevated Tank Improvements (Lump Sum)					
Location: 2011 Manchester Road, Ann Arbor, MI 48104					
	Description	Units	Quantity	Unit Cost	Extended Cost
1.0	GENERAL				
1.1	General Conditions (Max 10%)	LS	1		\$ 14,500
1.2	Mobilization (Max 10%)	LS	1		\$ 1
1.3	Certified Payroll Compliance and Reporting	LS	1		\$ 1
1.4	Permit Allowance	ALW	1		\$ 2,500
1.5	Miscellaneous Repair Allowance	ALW	1		\$ 5,000
1.6	Tank Inspection Services Allowance	ALW	1		\$ 5,000
2.0	TANK IMPROVEMENTS				
2.1	Install 2-1/2" Check Valve on Condensate Drain	LS	1	\$	\$ 4,725
2.2	Replace Gasket on Access Tube Roof Hatch	LS	1	\$	\$ 600
2.3	Replace Existing Screen on 8" Overflow Pipe	LS	1	\$	\$ 1,700
BASE BID #4 TOTAL					\$ 34,027
Alternate #4 – Replace Wet Interior Roof Hatch (Add)					\$ 20,350
Alternate #5 – Install Cathodic Protection in Wet Interior (Add)					-
Alternate #6 – Install Fall Protection Device on Wet Interior Ladder (Add)					-

REVISED BID FORM

BASE BID #5 – North Campus – Elevated Tank Improvements (Lump Sum)
 Location: 3150 Plymouth Road, Ann Arbor, MI 48105

	Description	Units	Quantity	Unit Cost	Extended Cost
1.0	GENERAL				
1.1	General Conditions (Max 10%)	LS	1		\$ 12,000
1.2	Mobilization (Max 10%)	LS	1		\$ 1
1.3	Certified Payroll Compliance and Reporting	LS	1		\$ 1
1.4	Permit Allowance	ALW	4		-
1.5	Miscellaneous Repair Allowance	ALW	4		-
1.6	Tank Inspection Services Allowance	ALW	4		-
2.0	TANK IMPROVEMENTS				
2.1	Dry Interior Maintenance Painting	LS	4	\$	-
2.2	Replace Missing Fill Pipe Insulation and Frost Jacket	LS	1	\$	\$ 9,975
2.3	Re-Coat Valve Pit Piping and Appurtenances	LS	4	\$	-
2.4	Replace Gasket on Wet Interior Roof Hatch	LS	1	\$	\$ 600
2.5	Replace Existing Screen on 8" Overflow Pipe	LS	1	\$	\$ 1,700
BASE BID #5 TOTAL				\$ 24,277	
Alternate #7 – Spot Coat Wet Interior Roof (Add)					-

BASE BID #1, 2, 3, 4 and 5 TOTAL	\$ 2,412,996.00
BASE BID #1, 4 and 5 (no alternates) FINAL AWARD TOTAL	\$ 1,910,734.00

Signature of Authorized Representative of Bidder

Date

9/23/22

MATERIAL, EQUIPMENT AND ENVIRONMENTAL ALTERNATES

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder _____ Date _____

TIME ALTERNATE

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder _____ Date _____

Addendum 3

BID FORM

TIME ALTERNATE

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

- Bid hold period is limited to 45 days, after which time we reserve the right to adjust our price to account for material and equipment price escalations.

- For vaults V1, V3, V4 & V5, we need a 7 day duration vs 5 days given in Table 2 - Suggested Sequence of Work

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder  Date July 19, 2022

Joseph Mulville, Vice President

REVISED BID FORM

MAJOR SUBCONTRACTORS

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

Subcontractor (Name and Address)	Work	Amount
	Concrete Contractor	Self perform
Signature Contracting	Painting Contractor	\$ 104,000 ⁰⁰
	Excavation Contractor	Self perform

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder

Date

8/24/22

REFERENCES

GENERAL CONTRACTOR (if applicable) Name: Weiss Construction Co. LLC

Include a minimum of three (3) references from similar projects involving building construction at similar facilities completed within the last seven (7) years.

2019-03 1) Ann Arbor WTP UV Disinfection System Project \$2,702,496.00 8.13.2020
 Project Name Cost Date Constructed

Glen Wiczorek - City of Ann Arbor 734.794.6426
 Contact Name Phone Number

2019-02 2) Oakland County Dequindre Pump Station Rehabilitation \$6,107,854.11 9.3.2021
 Project Name Cost Date Constructed

John Arvi - Wade Trim 734.947.9740
 Contact Name Phone Number

2018-11 3) GLWA-CON-270 West Service Center Pump Station \$144,744.00 3.25.2020
 Project Name Cost Date Constructed

Andrew Juergens - GLWA 313.917.6640
 Contact Name Phone Number

Addendum 3

BID FORM

REFERENCES

CONCRETE CONTRACTOR Name: SEE WEISS REFERENCES

Include a minimum of three (3) references from similar projects involving roofing replacement at similar facilities completed within the last seven (7) years.

1) _____
Project Name Cost Date Constructed

Contact Name Phone Number

2) _____
Project Name Cost Date Constructed

Contact Name Phone Number

3) _____
Project Name Cost Date Constructed

Contact Name Phone Number

REFERENCES

PAINTING CONTRACTOR Name: _____

Include a minimum of three (3) references from similar projects involving masonry repairs at similar facilities completed within the last seven (7) years.

1) _____
Project Name Cost Date Constructed

_____ Phone Number
Contact Name

2) _____
Project Name Cost Date Constructed

_____ Phone Number
Contact Name

3) _____
Project Name Cost Date Constructed

_____ Phone Number
Contact Name

REFERENCES

EXCAVATION CONTRACTOR Name: SEE WEISS REFERENCES

Include a minimum of three (3) references from similar projects involving interior finishes at similar facilities completed within the last seven (7) years.

1) _____
Project Name Cost Date Constructed

_____ _____
Contact Name Phone Number

2) _____
Project Name Cost Date Constructed

_____ _____
Contact Name Phone Number

3) _____
Project Name Cost Date Constructed

_____ _____
Contact Name Phone Number

F. AUTHORIZED NEGOTIATOR / NEGOTIATIBLE ELEMENTS (ALTERNATES)

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City.

The proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the bidder wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate its proposed time for performance of the work.

Consideration for any proposed alternative items or time may be negotiated at the discretion of the City.

G. ATTACHMENTS

General Declaration, Legal Status of Bidder, Conflict of Interest Form, Living Wage Compliance Form, Prevailing Wage Compliance Form and the Non-Discrimination Form should be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview if interviews are selected to be held by the City. The committee may contact references to verify material submitted by the bidder.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan (if applicable) and pricing.
3. The interview should include the project team members expected to work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the

bidder, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.

4. The firms interviewed will then be re-evaluated by the above criteria and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the bidder based on their proposal and pricing schedules alone.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper.

Each person signing the proposal certifies that they are a person in the bidder's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or the City of Ann Arbor web site www.A2gov.org for all parties to download.

Each bidder should acknowledge in its proposal all addenda it has received on the General Declarations form provided in the Attachments section herein. The failure of a bidder to receive or acknowledge receipt of any addenda shall not relieve the bidder of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

SECTION IV - ATTACHMENTS

Attachment A – Sample Standard Contract

Sample Standard Contract

Performance Bond

Labor and Material Bond

General Conditions

Standard Specifications

Detailed Specifications

Appendix

Attachment B – General Declarations

Attachment C – Legal Status of Bidder

Attachment D – Prevailing Wage Declaration of Compliance Form

Attachment E – City of Ann Arbor Living Wage Declaration of Compliance Form

Attachment F – City of Ann Arbor Living Wage Ordinance

Attachment G – Vendor Conflict of Interest Disclosure Form

Attachment H – Declaration of Compliance Non-Discrimination Ordinance Form

Attachment I – City of Ann Arbor Non-Discrimination Ordinance

Sample Certified Payroll Report Template

CONTRACT

THIS CONTRACT is between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and Weiss Construction CO. LLC ("Contractor") a limited liability company doing business in the State of Michigan, 41001 Grand River Avenue, Novi, Michigan, 48375.

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 **Valve and Finished Water Tank & Reservoir Improvements (CRFP 22-53)** in 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 **Public Services Area/Water Treatment Services Unit**

Project means **CRFP 22-53 Valve and Finished Water Tank & Reservoir Improvements**

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: **Glen Wiczorek** whose job title is **Senior Utilities Engineer, or designee**. 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 **Chris Klafft** whose job title is **Project Manager**.

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 June 30, 2024.
- (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 \$500.00 for each calendar day of delay in the completion of all the work and as specified in Section 01 31 00 of the Specifications. 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 lump sum price as given in the Bid Form in the amount of:

One Million Nine Hundred Ten Thousand Seven Hundred Thirty-Four Dollars
(\$ 1,910,734.00)

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 _____
Milton Dohoney, Jr., City Administrator

By _____
Brian Steglitz, Interim Public Services
Area Administrator

Approved as to form and content

Atleen Kaur, City Attorney

PERFORMANCE BOND

- (1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City entitled _____, for RFP No. _____ and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the Contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.
- (6) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond 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.

SIGNED AND SEALED this _____ day of _____, 202__.

(Name of Surety Company)
By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)
By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

LABOR AND MATERIAL BOND

- (1) _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City entitled _____
_____, for RFP No. _____; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.
- (5) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond 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.

SIGNED AND SEALED this _____ day of _____, 202_

(Name of Surety Company)
By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)
By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 2 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Bid.

Section 2 - Order of Completion

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

Section 3 - Familiarity with Work

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of

subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. A sample Prevailing Wage Form is provided in the appendix herein for reference as to what will be expected from contractors. Use of the Prevailing Wage Form provided in the appendix or a City-approved equivalent will be required along with wage rate interviews.

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Contract a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Contract are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

Section 5 - Non-Discrimination

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

Section 6 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

Section 8 - Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

Section 9 - Permits and Regulations

The Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

Section 10 - Protection of the Public and of Work and Property

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or

employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

Section 11 - Inspection of Work

The City shall provide sufficient competent personnel for the inspection of the work.

The Supervising Professional shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and for inspection.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

Section 12 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

Section 13 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be

executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;
- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section I3. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;
- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

Section 16 - Progress Payments

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The City will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

Section 17 - Deductions for Uncorrected Work

If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

Section 18 - Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Professional as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement.

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material

at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

Section 19 - Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 44.

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;
- (2) faulty work appearing within 12 months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Section 20 - Suspension of Work

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the

written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

Section 21 - Delays and the City's Right to Terminate Contract

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the required time, the City may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the City may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any excess cost to the City. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred. The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 22 - Contractor's Right to Terminate Contract

If the work should be stopped under an order of any court, or other public authority, for a period of 3 months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon 7 days written notice to the City, terminate this Contract and recover from the City payment for all acceptable work executed plus reasonable profit.

Section 23 - City's Right To Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

Section 24 - Removal of Equipment and Supplies

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

Section 25 - Responsibility for Work and Warranties

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the City, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the City may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

Section 27 - Payments Withheld Prior to Final Acceptance of Work

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

Section 28 - Contractor's Insurance

- (1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of any work under this contract, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the required policies and endorsements. The certificates of insurance endorsements and/or copies of

policy language shall document that the Contractor satisfies the following minimum requirements. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

Required insurance policies include:

- (a) 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

- (b) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements specifically for the following coverages: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further there shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. 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
\$2,000,000	Products and Completed Operations Aggregate

- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. 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.

- (d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- (2) Insurance required under subsection (1)(b) and (1)(c) 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 for any insurance listed herein.

- (3) 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 and un-qualified 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(s); name of insurance company(s); name and address of the agent(s) or authorized representative(s); name(s), email address(es), and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which may 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) and all required endorsements 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.
- (4) Any Insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- (5) City reserves the right to require additional coverage and/or coverage amounts as may be included from time to time in the Detailed Specifications for the Project.
- (6) The provisions of General Condition 28 shall survive the expiration or earlier termination of this contract for any reason.

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the City Attorney.

Section 30 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 31 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

Section 32 - Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

Section 33 - Rights of Various Interests

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

Section 34 - Subcontracts

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Section 35 - Supervising Professional's Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

Section 36 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

Section 37 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

Section 38 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the City, any additional land and access that may be required for temporary construction facilities or for storage of materials.

Section 39 - Cleaning Up

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

Section 40 - Salvage

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported or stored at a location as the Supervising Professional may direct.

Section 41 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

Section 42 - Sales Taxes

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

Section 43

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____, 20____, to _____, 20____, performed any work, furnished any materials, sustained any loss, damage or delay, or otherwise done anything in addition to the regular items (or executed change orders) set forth in the Contract titled _____, for which I shall ask, demand, sue for, or claim compensation or extension of time from the City, except as I hereby make claim for additional compensation or extension of time as set forth on the attached itemized statement. I further declare that I have paid all payroll obligations related to this Contract that have become due during the above period and that all invoices related to this Contract received more than 30 days prior to this declaration have been paid in full except as listed below.

There is/is not (Contractor please circle one and strike one as appropriate) an itemized statement attached regarding a request for additional compensation or extension of time.

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Past due invoices, if any, are listed below.

STANDARD SPECIFICATIONS

All work under this contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Bid. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications included in these contract documents.

Standard Specifications are available online:

<http://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx>

DETAILED SPECIFICATIONS

APPENDIX

ATTACHMENT B
GENERAL DECLARATIONS

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, General Information, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS _____ DAY OF _____, 202_.

Bidder's Name

Authorized Signature of Bidder

Official Address

(Print Name of Signer Above)

Telephone Number

Email Address for Award Notice

ATTACHMENT C
LEGAL STATUS OF BIDDER

(The bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of _____, for whom _____, bearing the office title of _____, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

* A partnership, organized under the laws of the state of _____ and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

* An individual, whose signature with address, is affixed to this Bid: _____
(initial here)

Authorized Official

_____ **Date** _____, 202_

(Print) Name _____ Title _____

Company:

Address:

Contact Phone () _____ Fax () _____

Email _____

ATTACHMENT E
CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees__

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.82/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$16.52/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address

Attachment F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2022 - ENDING APRIL 29, 2023

\$14.82 per hour

If the employer provides health care benefits*

\$16.52 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**



ATTACHEMENT G

Vendor Conflict of Interest Disclosure Form
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All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor’s conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor’s Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor’s company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

ATTACHMENT I

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.
You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

COMPLETION OF CERTIFIED PAYROLL FORM FULFILLS THE MINIMUM MDOT PREVAILING WAGE REQUIREMENTS

(1) NAME OF CONTRACTOR / SUBCONTRACTOR (CIRCLE ONE) (2) ADDRESS

(3) PAYROLL NO. (4) FOR WEEK ENDING (5) PROJECT AND LOCATION (6) CONTRACT ID

(a) EMPLOYEE INFORMATION	(b) WORK CLASSIFICATION	(c) Hour Type	(d) DAY AND DATE							(e) TOTAL HOURS ON PROJECT	(f) PROJECT RATE OF PAY	(g) PROJECT RATE OF FRINGE PAY	(h) GROSS PROJECT EARNED		(i) TOTAL WEEKLY HOURS WORKED ALL JOBS	(j) DEDUCTIONS						(k) TOTAL WEEKLY WAGES PAID FOR ALL JOBS
														GROSS PROJECT EARNED		GROSS WEEKLY EARNED	FICA	FEDERAL	STATE		OTHER	
NAME:									0			\$0.00	/								\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0			\$0.00	/								\$0.00	\$0.00
NAME:									0			\$0.00	/								\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0			\$0.00	/								\$0.00	\$0.00
NAME:									0			\$0.00	/								\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0			\$0.00	/								\$0.00	\$0.00
NAME:									0			\$0.00	/								\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0			\$0.00	/								\$0.00	\$0.00
NAME:									0			\$0.00	/								\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0			\$0.00	/								\$0.00	\$0.00
NAME:									0			\$0.00	/								\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0			\$0.00	/								\$0.00	\$0.00
NAME:									0			\$0.00	/								\$0.00	\$0.00

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____ (Contractor or Subcontractor)
 _____; that during the payroll period commencing on the _____ (Building or Work)
 _____ day of _____, _____, and ending the _____ day of _____, _____,
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	