

February 12, 2010

To: All Contract Document Holders

Re: Addendum to the Contract Documents for the Barton Dam Concrete Testing and Access

System, Bid No. ITB-4066

Attached is a copy of Addendum Number Two for the Barton Dam Concrete Testing and Access System Project. This Addendum supersedes and updates the Contract Document information for Bid No. ITB-4066. This Addendum Number Two replaces Addendum Number One in its entirety. All proposers shall acknowledge receipt and acceptance of this Addendum Number Two by so indicating on the Proposal Form located in the existing Contract Documents. Proposals submitted without acknowledgment of receipt of this addendum will be considered informal. If you have any questions regarding the Contract Documents or this addendum, please contact Brian Steglitz, Sr. Utilities Engineer, Water Treatment Plant at (734) 794-6426 ext. 43905 between 8:00 AM and 5:00 PM, Monday thru Friday.

Sincerely,

Brian Steglitz, P.E. Sr. Utilities Engineer

enc

# ADDENDUM NO. 2 TO BID DOCUMENTS FOR BARTON DAM CONCRETE TESTING AND ACCESS SYSTEM FOR THE CITY OF ANN ARBOR, MICHIGAN

The following changes, additions, and/or deletions shall be made to the Bid Documents for the Barton Dam Concrete Testing and Access System Project for the City of Ann Arbor, Michigan, Bid No. ITB – 4066 on which proposals were to be received, on or before, 2:00 P.M. Monday, February 22, 2010.

# PROPOSALS SHALL NOW BE RECEIVED ON, OR BEFORE, 3:00 P.M., MONDAY, FEBRUARY 22, 2010

The information contained herein shall take precedence over the original documents and all previous addenda, and is appended thereto.

All proposers shall acknowledge receipt and acceptance of this Addendum No. 2, including all attachments, by so indicating on page P-1 of the Proposal Form. Proposals submitted without acknowledgement of receipt of this addendum will be considered informal.

Changes in the Bid Documents which are outlined below are referenced to a page or drawing in which they appear conspicuously. The Bidder is to take note in its review of the documents and include these changes as they affect work or details in other areas not specifically referenced here. Changes to the original text are bolded and underlined.

#### **GENERAL**

This addendum includes, as a condition of award, the requirement that all contractors and subcontractors execute a CUB Agreement with the Washtenaw County Skilled Building Trades Council. Therefore, the following changes are made:

TABLE OF CONTENTS

**Revise** Page TC-1, to include:

CUB Agreement Forms......AAF 4 to 5

**ADVERTISEMENT** 

**Revise** Page AD-1, as follows:

Precondition for entering into a contract with the City of Ann Arbor: (i) compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. (ii) compliance with applicable prevailing wage and CUB Agreement and living wage requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

#### **HUMAN RIGHTS DIVISION COMPLIANCE FORMS**

<u>Add</u> Page AAF-4: <u>CUB Agreement Requirement</u> (attached) <u>Add</u> Page AAF-5: <u>Memorandum of Understanding</u> (attached)

#### INSTRUCTIONS TO BIDDERS

**Revise** Page IB-2, as follows:

#### Wage Requirements

Section 4, beginning at page GC-1, outlines the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. In addition Section 4 outlines the requirement for execution of a CUB Agreement with the Washtenaw County Skilled Building Trades Council (SBTC). The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

#### **PROPOSAL**

Revise Page P-1, as follows:

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 Advertisement, Human Rights Division Contract Compliance Forms, <u>CUB Agreement</u>, Notice of Pre-Bid Conference, Instructions to Bidders, Proposal, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans 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.

**Add** Page P-1 after the fourth paragraph, as follows:

The Bidder declares that it has become fully familiar with the provisions of Ann Arbor City Council Resolution R-09-459, and that it understands and agrees that any labor used on this Bid to be awarded by the City shall be governed by the current collective bargaining agreement of the appropriate Local Unions of the Washtenaw County Skilled Building Trades Council (SBTC). The Bidder further acknowledges and agrees that if awarded the bid Bidder, and any and all subcontractors employed by it in performance of contract shall as a condition of award be required to execute a

# <u>CUB Agreement with SBTC. Bidder further agrees that the cited City Council Resolution forms a part of this Contract.</u>

#### **BID FORMS**

**Revise** Page BF-5, as follows:

For the work outlined in these documents the Bidder expects to engage the following subcontractors to perform the work identified and warrants that any subcontractor identified shall as a condition of employment execute a CUB Agreement with the Washtenaw County Skilled Building Trades Council:

<u>Replace</u> Page BF-1 with the attached. The Bid Form Page BF-1 is being reissued to include the Powerhouse West Wall and associated work. Bidders shall use this new form when filling out their prices.

#### **CONTRACT**

**Revise** Page C-1, 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 Barton Dam Concrete Testing and Access System in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Human Rights Division Contract Compliance Forms Living Wage Declaration of Compliance Forms (if applicable) CUB Agreement (if applicable)

Bid Forms
Proposal
Contract and Exhibits
Bonds

General Conditions Standard Specifications Detailed Specifications Plans Addenda

#### **GENERAL CONDITIONS**

**Revise** Page GC-1, as follows:

Section 4 - Wage and <u>CUB Agreement</u> Requirements

<u>Add</u> Page GC-3, Section 4 as follows:

Section 4 - Wage and **CUB Agreement** Requirements

Contractor agrees that all subcontracts entered into by the Contractor shall contain

<u>similar wage provision covering subcontractor's employees who perform work on this</u> contract.

#### Ann Arbor City Council Resolution R09-459. CUB Agreement Required.

Contractor further agrees to execute for itself, and to require as a condition of employment the execution by any and all subcontractors, a project labor agreement as provided by the Washtenaw County Skilled Building Trades Council Construction Unity Board ("CUB Agreement"). Failure to comply with this Article shall be deemed a material breach of the contract and grounds for termination.

Pre-Bid Meeting Attendance Sheet – the pre-bid meeting attendance sheet is attached.

#### **SPECIFICATIONS**

#### APPENDIX A – DRAWINGS:

The water surface elevation of the downstream tailrace fluctuates seasonally and due to rain events. Between the months of April and September, the tailrace elevation can fluctuate from approximately 772.50 to  $777.00 \pm$ . It was noted on February 2, 2010 that the water surface elevation was only 6-inches above the concrete near the end of the concrete apron. A cross section sketch is attached for reference. This information is being provided for consideration in developing means and methods to access the downstream face of the dam. The Contractor shall be prepared to accommodate the range of the tailwater. No guarantee is expressed or implied as to the water surface elevations.

#### APPENDIX B – ADDITIONAL PHOTOGRAPHS:

Matching the format of the photographs provided in Appendix B, the attached photographs are being added. These photographs are representative of the locations where concrete coring and testing are required. Access to these locations will therefore be the responsibility of the Contractor.

- 1. Overview of the intake structure.
- 2. View of intake structure with grating removed.
- 3. View of intake structure with grating removed.
- 4. View of intake structure, west wall.
- 5. Additional location powerhouse, west wall.
- 6. Different view of upstream right retaining wall.

#### SECTION 02020 TESTING

**Revise** Page 1, Paragraph 1.01 – C, as follows:

- C. Acceptable testing companies for selection by the CONTRACTOR are:
  - 1. CTI (Brighton, Michigan; Telephone (248) 486-5100).
  - 2. SME (Plymouth, Michigan; Telephone (734) 454-9900).

- 3. PSI (Plymouth, Michigan; Telephone (734) 453-7900).
- 4. TEC (Ann Arbor, Michigan; Telephone (734) 971-0030).
- 5. Haengel (Canton, Michigan; Telephone (734) 455-9771).

**Revise** Page 2, Paragraph 1.03 – C, as follows:

#### 1.03 TESTING

#### A. All coring and testing shall be performed per ASTM procedures.

- 1. Compressive strength per ASTM C42.
- 2. Petrographic examination per ASTM C856.
- **BA**. At each Bay, it is anticipated that the following tests shall be performed:
  - 1. Locate and mark the reinforcing steel in the field using a pachometer in the immediate vicinities of the proposed cores.
  - 2. Perform two (2) compressive strength tests
  - 3. Perform one (1) petrographic analysis
  - 4. Prepare report of findings
- **CB**. Any additional cores shall be used by the OWNER to visually determine the extent and depth of the deterioration.
- **<u>D</u>C**. The actual amount and/or type of test shall be determined in the field and will be adjusted as the work progresses based upon findings and results.
- **E**D. The intent of the petrographic analysis is to provide information including the water/cement ratio, the approximate mix design and the hardness. Most importantly, petrographic testing is desired to help determine if the concrete has gone through freeze/thaw cycles and if the cement paste is breaking down (carbonation) as a result. The core dimensions required for petrographic testing is approximately 4-inch diameter and 12-inches long, but shall be coordinated with the testing company.

#### 1. Petrographic analysis shall evaluate the following concrete properties:

- <u>a.</u> Moisture movement through the concrete.
- **b.** Cement paste quality.
- **<u>c.</u>** Level of surface deterioration within the cement/aggregate concrete matrix.
- d. Presence and/or extent of freeze/thaw deterioration.
- e. Alkali-silica reactivity (ASR).
- f. Presence of micro-cracks.
- g. Air voids.

- h. Water/cement ratio.
- i. Internal cracking or distress of aggregate.
- **<u>FE</u>**. CONTRACTOR shall submit a report of findings from the testing company.
  - 1. Interim results from the compressive strength tests shall be provided as the break tests are performed.
  - 2. Interim results, including analysis and written findings, from the petrographic tests shall be expedited and provided four (4) weeks after the cores are taken.
  - 3. A final report summarizing all tests shall be provided at the completion of the coring. The report shall include, but not necessarily be limited to, the following:
    - <u>a.</u> Photographic record of locations and cores.
    - b. Inventory of cores and description of distress.
    - c. Sketches as necessary.
    - <u>d.</u> Analysis of petrographic data (as listed in paragraph 1.03 E.1.a-i) including interpretation, conclusions and recommendations.

#### - Effective February 1, 2010-

#### CITY OF ANN ARBOR RESOLUTION R-09-459 CUB AGREEMENT REQUIREMENT

# NOTICE TO ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING CONSTRUCTION WORK FOR THE CITY OF ANN ARBOR ON ANY CITY CONSTRUCTION PROJECT

Any labor used on a City construction project bid and awarded by the City of Ann Arbor must be governed by the current collective bargaining agreement of the appropriate Local Unions of the Washtenaw County Skilled Building Trades Council (SBTC).

All invitations to bid on construction contracts include, as a condition of award, the requirement that all contractors and subcontractors execute a CUB agreement with the SBTC. Each contractor and subcontractor at all tiers of a project shall, prior to beginning work on the project, become signatory parties to the respective current collective bargaining agreements of the appropriate Local Unions of the SBTC. Alternately, when no other agreement exists, a Contractor may sign a one-time project agreement for the CUB project, covering that construction project only.

All potential bidders and contractors must contact the current CUB representative, Bart Nickerson at 734-944-5317 (office) or 734-320-2227 (cell) for a complete summary of the procedures and requirements pursuant to the CUB Memorandum of Understanding

CONTRACTORS SHALL DISPLAY THIS NOTICE WHERE EMPLOYEES CAN READILY SEE IT.

**Questions Contact** 

D. Lumpkin, Procurement Assistant dlumpkin@a2gov.org

#### **MEMORANDUM OF UNDERSTANDING**

#### 1. WORK DISPUTES

In return for the promise made in paragraph (3) below, the parties agree that there will be no strike, work stoppage or lock-out for the duration of this Memorandum. Any jurisdictional dispute shall be resolved through normal procedures.

There will be a job conference with all contractors and sub-contractors prior to starting work.

#### 2. COFFEE BREAKS

There shall be no organized coffee breaks.

#### 3. PAYMENT OF FRINGES

Any Union having a claim against a contractor or subcontractor for unpaid wages and/or fringe benefits for work performed on the project shall give written notice of such claim to such contractor or subcontractor (with a copy of the notice to the Construction Manager or General Contractor) within three (3) business days after such claim has become known. Upon receipt of such written notice, the Construction Manager or General Contractor involved shall withhold an amount equal to the claim from the next disbursement payable to the contractor, pending resolution of the dispute satisfactory to the Construction Manager or General Contractor. In the event of any such dispute, the Union agrees to use its best efforts to pursue any legal remedies available, including litigation by Fund Trustees. It is understood that the intent to this section is to accomplish prompt and effective resolution of any disputes between the Union and any contractor or subcontractor over payment of wages and fringes.

#### 4. UNION WORK

The parties understand and agree that each contractor and subcontractor at all tiers of this project shall, prior to beginning work on the project, become signatory parties to the respective current collective bargaining agreements of the appropriate Local Unions of the Washtenaw County Skilled Building Trades Council.

(Contractor, Owner or Construction Manager)	(Representative of Washtenaw County Skilled Building Trades Council)
oject Description)	(Date)

THIS MEMORANDUM APPLIES ONLY TO THE PROJECT AND/OR CONSTRUCTION ABOVE DESCRIBED.

WHITE — Union Copy
GREEN — Contractor or Construction Manager Copy
CANARY - Owner Copy
PINK — CUB Copy
GOLD — Project Copy

**Printed On Site** 

#### **BID FORM**

#### Section 1 – Schedule of Prices

Project: Barton Dam Concrete Testing and Access System

File No.: 10003 Bid No.: ITB-4066

#### NOTES:

- 1. All bidders shall provide a Unit Price and Total Price for all bid items identified (including any Alternate items).
- 2. Quantities included in bid table represent estimated quantities for different work. Contractor shall be compensated for the actual number of repairs completed using the unit prices provided.
- 3. The City, at their sole discretion, may elect to delete any portion of the work delineated below, with no change to the unit prices provided.
- 4. Any item not provided in the following list shall be considered incidental.

Item #	Item	Quantity	Unit	Unit Price	Total Price			
Base Bid Items								
General								
1	General Conditions & Mobilization (5% max)	1	LS					
2	Oil Containment Boom	1	LS					
3	Relocate oil containment boom to another location	6	EA					
4	Restoration	1	LS					
Base Bid - Access System - Wood Construction								
1	2	1	LS					
2	Relocate System to another two bays	3	EA					
Access to other areas								
1	Method of river crossing to the access system.  Circle one (floating dock / pontoon boat / other)	1	LS					
2	Intake structure	4	Locations					
3	Downstream wing walls	2	Locations					
4	Upstream retaining wall	1	Location					
<u>5</u>	Powerhouse West Wall	<u>2</u>	Locations					
Coring								
1	4" dia., 6"-12" deep	<b>22</b> <del>20</del>	EA					
2	4" dia., 12"-15" deep	4	EA					
3	2" dia., all depths	6	EA					
4	Grouting of Cores	<b>32</b> 30	EA					
Testing								
1	Locate existing rebar w/ pachometer	<u>8</u> 6	locations					
2	Compressive strength test	<u>10</u> 8	EA					
3	Petrographic analysis	4	EA					
4	Final report	1	LS					
	TOTAL BASE BID \$							



Stantec Consulting Michigan Inc. 3959 Research Park Drive Ann Arbor MI 48108-2216

Tel: (734) 761-1010 Fax: (734) 761-1200

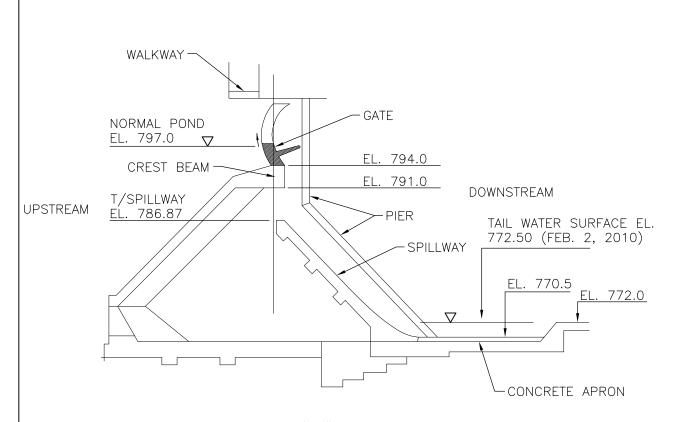
#### PRE-BID MEETING ATTENDANCE

Date: February 2, 2010 Project: City of Ann Arbor

Barton Dam Concrete Testing and Access System

File No.: <u>10003</u> Bid No.: <u>ITB-4066</u>

Name/Representing	Address	e-mail address		Phone/Fax
Glen Wiczorek	3959 Research Park Drive	Glen.Wiczorek@Stantec.com	р	(734) 214-2519
Stantec Consulting Michigan	Ann Arbor, MI 48108		f	(734) 761-1010
Sin Biotit	45749 HERM	JM. booth epsiusa.com	р	734-453 -7900
PSI	PLYMONTH, MI		f	734-453-0724
JETT LEXPERIE	3595. WHYNER	JUEADRETTOZO	р	734.662.5621
Levie	ANNARSON	Vruela Bonia.	f	662.9393
Beth Taylor	51331 Pontiac Trail	btaylore cticompanes.	р	248486-5-100
CTI '	WIXOM, MI 48393	Com	f	248 486-5050
DAN POWELL	619 TURQUOISE DE	danpie@gmail.com	р	734-449-0168
POINELL CONST & EXCLLE	WHITMORE LAKE, MI 48189		f	734-449-0168
Chad Murrer	\$236 Dumond CT	Pat Magain @ Davis con.	р	(317) 322 = 3800 Cell 517 204 8958
Davis Con	Larson Mi 48917		f	377 322 0305
FD GALCZYNSKI	39BS VARSITY DR.	egalczynskia	р	734-971-0030
T.E.C.	ANN ARBOR 48108	tectest.com		734-971-3721



TYPICAL BAY WIDTH: 20'-0" FROM CENTER-OF-PIER TO CENTER-OF-PIER.

### TYPICAL CROSS SECTION

SCALE: NONE

FEB. 2010 2075090900



Stantec Consulting Michigan, Inc.

3959 Research Park Drive Ann Arbor MI USA 48108-2216 Tel. 734.761.1010

Fax. 734.761.1200 www.stantec.com

Client/Project

City of Ann Arbor BARTON DAM - CONCRETE TESTING & ACCESS SYSTEM

Figure No.

1.0

Title

ADDENDUM 2 TYPICAL CROSS SECTION



Intake Structure – View from the east. Cores shall be taken into the vertical faces of the intake structure beneath the grating. Removal and replacement of the grating will be required.



Intake Structure – View with grating removed. Cores shall be taken into the vertical faces of the intake structure beneath the grating.



Intake Structure – View with grating removed. Cores shall be taken into the vertical faces of the intake structure beneath the grating.



Intake Structure – West wall. Core shall be taken into the vertical face of the intake structure just above the waterline.



Power House – West wall. Cores shall be taken into the vertical face of the Power House West Wall.



Upstream Right Retaining Wall – Cores shall be taken into the vertical face of the upstream right retaining wall just above the water line.