



THE CITY OF MT. PLEASANT, MICHIGAN

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PRE-BID ADDENDUM NO. 1

Project Bid: 2016 Airport Crack Sealing Project

Bid Date: Friday, July 22, 2016
Time: 1:30 p.m.

Opening: City of Mt. Pleasant – Public Works
1303 N. Franklin Street
Mt. Pleasant, Michigan 48858

Addendum Issued By: Division of Public Works
(989) 779-5401

Date Issued: July 7, 2016

Intent: To correct the Instructions to Bidders regarding comparison of the bids and amount of liquidated damages, and to add MDOT required documents.

1. City of Mt. Pleasant's Instructions to Bidders – The local bid preference for comparison of the bids does not apply for State-funded projects.
2. Liquidated damages will be assessed at the rate of \$200.00 per day, not \$1,000.00 per day.
3. Add Appendix A – Prohibition of Discrimination in State Contracts
4. Add the Certified Payroll document

Bid Proposal: No change

Please acknowledge receipt of this Addendum on the first page of the Proposal sheet.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

NOTICE TO BIDDERS

CERTIFIED PAYROLLS

- A. Certified weekly payrolls covering the contractor's and all subcontractor's work forces shall be submitted to the Project Engineer on all federally funded projects in accordance with 29 CFR Part 3, except these requirements shall not apply to any contract of \$2,000 or less.
- B. Certified weekly payrolls covering the contractor's and the subcontractor's work force will not be required of STATE FUNDED PROJECTS.
- C. On those contracts involving two or more projects and job numbers and the type of funding is mixed, the necessity for submission of payrolls will be determined on a contract by contract basis. If only the wage rates issued by the U.S. Department of Labor are in the proposal, payrolls must be submitted on all projects and the federal requirements apply. If both the wage rates issued by the U.S. Department of Labor and the Michigan Department of Labor and Economic Growth are in the proposal, then the wage requirements apply to the respective federally funded and non-federally funded project.

All payrolls submitted shall identify minority and female employees by preceding the name with an ethnic code notation. Ethnic code groups are (B) Black, (H) Hispanic, (NA) American Indian or Alaskan Eskimo, and (A) Asian or Pacific Islander. Use (F) for female.

All payrolls shall also identify each employee's work classification, including level, i.e., Laborer Group 1, 2, etc., Operating Engineer Group 1, 2, etc., Truck Driver under 8 cu. yds., etc.

Payrolls on federally funded projects are used for determining compliance with federal wage standard provisions.

These requirements are supplemental to other required contract provisions carried in this bid proposal.