

ADDENDUM NO. 01
CITY OF FAIRHOPE
Bid No. 031-21
ON-CALL CONTRACTOR SERVICES FOR WATER AND SEWER

This addendum is to provide all potential bidders with answers to questions received in reference to this invitation to Bid. The following information has been provided by the Water/Wastewater Superintendent, Jason Langley.

Question/ Answer

1. **Can the City of Fairhope (CITY) list quantities on bid response form?**
Yes. Please see revised Bid Response Form.
2. **How is this award going to be valued?**
This bid will be awarded to the lowest responsive bidder.
3. **Will there be an hourly rate?**
4. Yes. Please see revised Bid Response Form.
5. **Can the units on the Bid Response form be standardized?**
6. Yes. Please see revised Bid Response Form.
7. **If both parties agree, will the vendor have to hold prices for three years?**
Yes. The vendor will hold the price for one (1) year from signing date of the contract, with the option to renew bid or contract for up to two (2) additional years if terms and conditions, including price remain the same, and both parties are in agreement to renewing the bid or contract.
8. **Will the City furnish all materials?**
Yes.
9. **Will this bid be awarded to multiple bidders?**
No. This contract will be made based on the lowest responsible and responsive Bidder, unless the CITY determines that all the bids are unreasonable or that it is not in the best interest of the CITY to accept any of the bids. Furthermore, the award of the contract will be made on the basis of the lowest actual bid amount for the contract, which is defined as the total of the bid option accepted and/or extended total amounts for unit price items pursuant to the provisions hereof.
10. **Would the contractor bond for \$500,000?**
The City will require a Bid Bond for Bid 031-21. However, Performance Bond and Labor and Materials Bond will be waived.
11. **How will work on a non-emergency be done?**
The CITY will furnish the CONTRACTOR with a work schedule.
12. **Will overtime be included in the Bid Response?**
Hourly pay should be reflected on the Bid Response form. References made to "Overtime Work by CONTRACTOR" in Article II, will **not** apply to this bid.
13. **Will there be a warrantee required on work performed on this contract?**
The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all

items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

14. **Will we be able to bore on State or County Roads?**

For water service on 3/4" or 1" pipe, the bidder should bid on price per foot after the standard 60' bore.

15. **Will there need to be bore casing or non-casing?**

Non-casing.

16. **What is the deadline for questions on this bid?**

Questions or comments pertaining to this bid must be presented in writing and sent as an e-mail to purchasing@fairhopeal.gov, no later than three (3) days prior to the bid opening or will forever be waived.

Please use the attached **Bid Response REVISED #01** for your bid submission as there is additional information requested.

Bidders are to sign and include signed **Addendum No.01** with submitted bid documents.

Acknowledged:

Company

By

City of Fairhope
Purchasing Manager
Dee Dee Brandt
deedeeb@fairhopeal.gov

Posted : 7-22-2021

ITEM III_rev1
BID RESPONSE FORM

Date: _____

BID NO.: Bid No. 031-21
BID NAME: ON CALL CONTRACTOR SERVICES FOR WATER AND SEWER

PROJECT NO.: WA007-21
PROJECT NAME: ON CALL CONTRACTOR SERVICES FOR WATER AND SEWER

3.0 BIDDER'S DECLARATION AND UNDERSTANDING

- 3.0.1 The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the CITY, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.
- 3.0.2 The Bidder further agrees that he has checked and verified the completeness of the Contract Documents and that he has exercised his own judgment regarding the interpretation of subsurface information utilizing all pertinent data in arriving at his conclusions. The Bidder shall be fully responsible for any damages or liability arising out of his or his subcontractors pre-bid investigations.
- 3.0.3 The Bidder understands and agrees that if a Contract is awarded, the CITY may elect to award all schedules under one Contract, lump sum, separately, or in any combination that best serves the interests of the CITY.
- 3.0.4 The Bidder further declares that he has carefully examined the Contract documents for the construction of the Project, and has checked and verified the completeness of the Contract Documents; that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the work, quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents. Bidder also declares that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

3.1 START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to **begin work on the date stated in the Notice to Proceed** and to fully complete the work, in all respects, within the time specified in the contract documents for completion, that being **Three Hundred Sixty-Five (365) calendar days**.

3.2 ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____, _____, Bidder shall Insert No. of each Addendum received and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) include(s) all impacts resulting from said addenda.

Bid Duration: One (1) year from signing date of Contract, with the option to renew bid or contract for up to two (2) additional years if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the bid or contract.

DESCRIPTION			UNIT		UNIT PRICE BID		ESTIMATE D COST
6" S.S STACKS AND LATS. RECONNECTION/REPAIR							
	TO MAIN LINE (PVC)		1	LF	\$		\$
	TO MANHOLE (PVC)		1	LF	\$		\$
	TO MAIN LINE (D.I.)		1	LF	\$		\$
	TO MANHOLE (D.I.)		1	LF	\$		\$
	TO CIPP LINED PIPE		1	LF	\$		\$
S.S PIPE (INDICATE SIZE)							
	D.I. CL. 52		1	LF	\$		\$
	8" PVC SDR 26		1	LF	\$		\$
MANHOLE REPLACEMENT							
	(0'<DEPTH ≤ 6')		1	EA	\$		\$
	(6'<DEPTH ≤ 8')		1	EA	\$		\$
	(8'<DEPTH ≤ 10')		1	EA	\$		\$
	(10'<DEPTH ≤ 12')		1	EA	\$		\$
	(12'<DEPTH ≤ 16')		1	EA	\$		\$
	(16'<DEPTH ≤ 18')		1	EA	\$		\$
	(18'<DEPTH ≤ 20')		1	EA	\$		\$
S.S. MAIN EXCAVATION							
	(0'<DEPTH ≤ 4')		1	EA	\$		\$
	(4'<DEPTH ≤ 8')		1	EA	\$		\$
	(8'<DEPTH ≤ 12')		1	EA	\$		\$
	(12'<DEPTH ≤ 16')		1	EA	\$		\$
	(16'<DEPTH ≤ 18')		1	EA	\$		\$

	(18'<DEPTH ≤ 20')		1	EA	\$		\$
S.S. MAIN EXCAVATION EXCEEDING 20 LF							
	(0'<DEPTH ≤ 4')		1	LF	\$		\$
	(4'<DEPTH ≤ 8')		1	LF	\$		\$
	(8'<DEPTH ≤ 12')		1	LF	\$		\$
	(12'<DEPTH ≤ 16')		1	LF	\$		\$
	(16'<DEPTH ≤ 18')		1	LF	\$		\$
	(18'<DEPTH ≤ 20')		1	LF	\$		\$
CLEANOUT (INDICATE PVC OR D.I)							
	4"		1	EA	\$		\$
	6"		1	EA	\$		\$
FORCE MAIN INSTALL (LABOR)							
	OPEN CUT	(2"<DIA ≤ 4")	1	LF	\$		\$
		(6"<DIA ≤ 10")	1	LF	\$		\$
		(12"<DI A ≤ 16")	1	LF	\$		\$
FORCE MAIN (LABOR)							
	BORE	(2"<DIA ≤ 4")	1	LF	\$		\$
		(6"<DIA ≤ 10")	1	LF	\$		\$
		(12"<DI A ≤ 16")	1	LF	\$		\$
WYE (INDICATE PVC OR D.I)							
	6" X 6"		1	EA	\$		\$
	8" X 6"		1	EA	\$		\$
	10" X 6"		1	EA	\$		\$
	12" X 6"		1	EA	\$		\$
	15" X 6"		1	EA	\$		\$
	16" X 6"		1	EA	\$		\$
	24" X 6"		1	EA	\$		\$

TRAFFIC CONTROL FOR CONSTRUCTION							
	GREATER THAN 2 LANES		1	EA	\$		\$
	COMPLETE ROAD CLOSURE		1	EA	\$		\$
EMERGENCY POINT REPAIR			1	EA	\$		\$
MOBILIZATION/DEMOBILIZATION OF AN INCOMPLETE POINT REPAIR			1	EA	\$		\$
(THIS ITEM CANCELS ALL OTHER ITEMS ON THE TOP HALF OF THE WORK ORDER)							
SAND OR SAND-CLAY BACKFILL			1	CY	\$		\$
CRUSHED STONE BACKFILL			1	CY	\$		\$
SILT FENCE			1	LF	\$		\$
WATTLES			1	LF	\$		\$
FINAL GRASSING FOR EROSION CONTROL			1	AC	\$		\$
MULCHING			1	AC	\$		\$
SOLID SOD			1	SY	\$		\$
TOP SOIL			1	CY	\$		\$
EROSION CONTROL PRODUCT			1	SY	\$		\$
CRUSHED STONE FOUNDATION (6" LIFTS)			1	LF	\$		\$
REMOVE AND REPLACE CONCRETE			1	LF	\$		\$
CURB AND GUTTER			1	LF	\$		
REMOVE AND RESET FENCING			1	LF	\$		\$
REMOVAL AND PREP. OF BASE							
	BLACK BASE		1	SY	\$		\$
	CRUSHED STONE BASE		1	SY	\$		\$
BIT. WEARING SURFACE FOR PATCH SURFACING			1	SY	\$		\$
TEMPORARY ASPHALT PATCH			1	SY	\$		\$
REMOVING AND REPL. CONCRETE FOR DRIVEWAYS, SIDEWALKS, DITCH PAVING			1	SY	\$		\$
HAUNCHING FOR PVC SEWER PIPE			1	LF	\$		\$
LOCATE MH FRAME AND COVER AND RESET			1	EA	\$		\$
MH FRAME AND COVER REPLACEMENT			1	EA	\$		\$
MANHOLE HEIGHT ADJUSTMENT			1	VF	\$		\$
BYPASS PUMPING		(6"<DIA ≤ 10")	1	DY	\$		\$
		(10"<DIA ≤ 15")	1	DY	\$		\$
		(DIA > 15")	1	DY	\$		\$
			1	DY	\$		\$

WELL POINTING							
PERMIT COORDINATION			1	EA	\$		\$
WATER MAIN EXCAVATE AND INSTALL (LABOR)							
		(3"<DIA ≤ 6")	1				
		(8"<DIA ≤ 12")	1				
WATER MAIN VALVE INSTALL (LABOR)							
		(3"<DIA ≤ 6")	1	EA	\$		\$
		(8"<DIA ≤ 12")	1	EA	\$		\$
FIRE HYDRANT INSTALL (LABOR)							
		REPLACE	1	EA	\$		\$
NEW INSTALL W/TAPPING SLEEVE			1	EA	\$		\$
WATER SERVICE CONNECTION (LABOR)							
		SHORT SIDE	1	EA	\$		\$
		LONG SIDE	1	EA	\$		\$
Hourly Rate for a 4-person crew			1	HR			

Each bid must give the full business address of the Bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the President, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president", "secretary", "agent" or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your Invitation to Bid, and certifies that they will meet or exceed the Specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. as described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

CORPORATION, PARTNERSHIP, OR JOINT VENTURE

Name of Corporation, Partnership or Joint Venture

BY: _____

(SIGNATURE of Officer authorized for sign Bids and Contracts for the firm)

(Position or Title)

(PRINT NAME(S) OF OTHERS IF IN PARTNERSHIP)

Business Mailing Address

Phone

City, State, Zip Code

Alabama General Contractor License No. _____ Alabama Foreign Corporation Entity ID _____
(Attach Copy) (out of State Contractors)

Alabama General Contractor License Major Categories: _____

Alabama General Contractor Specialties _____

NOTARY FOR CORPORATION, PARTNERSHIP OR JOINT VENTURE

STATE OF _____ }
COUNTY OF _____ }

I the undersigned authority in and for the said State and County, hereby certify that

_____ and _____, as _____ and _____
Print name of Bid signer Print name of Bid signer Title

_____, respectively, of _____
Title Print Company

whose name(s) is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this ____ day of ____, 2021.

Notary Public _____

My Commission Expires ___/___/____

3.8 EXPERIENCE OF BIDDER:

Unless advised by the awarding authority in the Advertisement for Bids that the same is not required, the Bidder submits the following list of at least three clients for whom projects involving construction of similar projects have been performed within the past 5 years.

1. _____ Name of Client
_____ Telephone Number
_____ Street _____ City
_____ Facility _____ Size _____ Date
_____ Name of Engineer of Record _____ Telephone Number
_____ Name of Engineering Firm

2. _____ Name of
 Client Telephone Number

 Street City

 Facility Size Date

 Name of Engineer of Record Telephone Number

 Name of Engineering Firm

3. _____ Name of
 Client Telephone Number

 Street City

 Facility Size Date

 Name of Engineer of Record Telephone Number

 Name of Engineering

3.9 PERFORMANCE OF WORK BY CONTRACTOR:

The Bidder shall perform at least 50 percent of the work with his own forces (refer to the INSTRUCTIONS TO BIDDERS).

3.10 SURETY: If the Bidder is awarded a construction contract on this Proposal, the Surety who provides the Performance Bond and Payment Bond will be:

_____ whose address is _____
 Street

_____, _____, _____
 City State Zip

Single Job Bond Limit _____ Aggregate Job Bond Limit _____

Attached hereto is a (Bid Bond) or (Check) for the sum of _____
 (\$ _____) according to the conditions under "Instructions to Bidders" and provisions therein.

Dated this _____ day of _____ 2021.

ITEM VI rev1
PERFORMANCE BOND
WAIVED

KNOW ALL MEN: That we _____
(Insert here the name & address of legal title of the Contractor)

hereinafter called the Principal, and _____
(Insert here the name and address of legal title of one or more sureties)

and _____

hereinafter called the Surety or Sureties, are held and firmly bound unto the City of Fairhope hereinafter called the OWNER in the sum of _____ Dollars (\$ _____) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated ___/___/___ entered into a contract with the OWNER for: **Bid No 031-21, ON CALL CONTRACTOR SERVICES FOR WATER AND SEWER Project No. WA007-21 ON CALL CONTRACTOR SERVICES FOR WATER AND SEWER** which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the OWNER from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive 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.

Witness our hands and seals this _____ day of _____, 20__.

CORPORATION

Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: _____

email _____ phone _____

BY: _____
(Signature of Officer Authorized to sign Bids and Contracts for the Firm) (Position or Title)

(General Contractor's License Number) Foreign Corporation Entity Id (Required of out-of-state-vendors)

Attest:

(Secretary) (Name of State under the laws of which incorporated)

(Name of Surety) BY: _____
(Attorney in Fact)

ITEM VII rev1
LABOR AND MATERIALS BOND
waived

KNOW ALL MEN BY THESE PRESENTS, that we _____ As Principal,
and _____ as Surety, are held and firmly bound unto said City of Fairhope
hereinafter called the Obligees, in the penal sum of
_____ Dollars (\$ _____) lawful money
of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal
representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligees, dated ___/___/____. (Hereinafter called
the Contract) for **Bid No 031.21, On Call/Emergency Contractor Services Project No. WA007-21 ON CALL
CONTRACTOR SERVICES FOR WATER AND SEWER** which Contract and the Specifications for said work shall be
deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal and all
subcontractors to whom any portion of the work in said contract is sublet and all assignees of said Principal and of such
subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for
or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said
Contract, and for the payment of reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or
claims against the contractor arising out of or in connection with the said contract, then the above obligation shall be
void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work
provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right
of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to
be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted
in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal
and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which
action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Fairhope or his successor or
representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed
in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service
on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's
Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or
proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8,
1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

Witness our hands and seals this _____ day of _____, 20____.

_____, Doing Business As, _____
(Signature of Bidder) (Business Name)

Business Mailing Address: _____

Attest:

(Secretary)

(Name of State under the laws of which incorporated)

(Name of Surety)

BY: _____
(Attorney in Fact)