ADDENDUM NUMBER 4

DATE: November 14, 2024

PROJECT: 46 KV Transmission Line – 2024 Modifications & Additions

City of Fairhope (BID NO. 25-003)

FROM: Stewart Engineering, Inc.

PO Box 2233

Anniston, AL 36202

(256) 237-0891

TO: BIDDERS

This addendum forms a part of the Contract Documents and modifies the original Construction Documents, Drawings and Specifications dated October, 2024 as noted below.

A. DRAWINGS

DRAWING NO. AX23103-1 - Sheet 11

Please make changes as marked on subject page (see attachment).

B. SPECIFICATIONS

Replace the following with new pages (attached):

- 1. Section 1 (Page 1-2).
- 2. Section 3 (Page 3-4, Paragraph 3-15 Bid Bond).

C. <u>MISCELLANEOUS</u>

- 1. In Specifications Section 4-07, the days to complete for Base Bid, Alternate #1, and Alternate #2 will have overlap. Contractor must have personnel available that will allow work to be performed in multiple locations. Total Contract (depending on Alternates) should be completed in approximately 300 days.
- 2. Only 46 KV cables will be purged with nitrogen. 15 KV cables will not be purged with nitrogen.

Acknowledgement of this Addendum <u>MUST</u> be made at the time of bid.	
Bidder	Date
END OF ADDENDUM NO. 4	
STEWART ENGINEERING, INC. Lance Junkin	

The Owner reserves the right to waive any informalities or to reject any or all bids.

No taxes of any kind are to be included in the bid prices unless requested. City of Fairhope will provide assistance with tax exemption certificates through the State of Alabama, when necessary, and when requested by the awarded Vendor, before purchases are initiated.

No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Each bidder must be licensed as a Contractor under the laws of the State of Alabama and will be required to advertise completion of the contract in accordance with Alabama State Law.

All bids must be on blank bid forms provided in the Bid Documents. Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond or a cashier's check payable to The City of Fairhope. No Bid Security is required on bids less than \$10,000.00.

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract Documents in this regard. The City of Fairhope also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a "Sealed Bid" with Bid Name, Bid Number, City of Fairhope's Name and Address and Bidder's Name and Address. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted.

The Contractor must furnish to the City of Fairhope, at the time of the signing of the contract, a Certificate of Insurance coverage which will include Comprehensive Insurance, Contractor's Automobile Liability Insurance, and where applicable, Owner's Protective Liability Insurance, Subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all proposals and any portion thereof, and to waive informalities and to furnish any item of material or work to change the amount of the Contract. Failure to observe the instructions contained herein will constitute grounds for rejection of your proposal.

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is to be performed on City of Fairhope premises. General Liability Insurance, specifying coverage, must be maintained to hold the City of Fairhope harmless in the event of an accident. See bid packet for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, the awarded vendor, if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, http://sos.alabama.gov/business-entities. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to work performed. No proposals shall be withdrawn for the period of ninety (90) days subsequent to the opening of proposals without the consent of the City of Fairhope of Fairhope, Alabama, Baldwin County, Alabama.

CITY OF FAIRHOPE FAIRHOPE, ALABAMA J. LANCE JUNKIN STEWART ENGINEERING, INC.

- <u>3-14 Manner of Submitting Proposals.</u> Proposal and all supporting instruments must be submitted on the forms furnished by the Engineer and must be delivered in a sealed envelope addressed to the Owner. The name and address of the Bidder, its License Number if a License Number is required by the State, and the date and hour of the opening of bids must appear on the envelope in which the Proposal is submitted. Proposals must be filled in with ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, and initialed and dated.
- 3-15 Bid Bond. Each Proposal must be accompanied by a Bid Bond in the form attached or a Certified Check on a Bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to five (5%) of the maximum bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that by filing its Proposal together with such Bid Bond or Check in consideration of the Owner's receiving and considering such Proposal, said Proposal shall be firm and binding upon each such Bidder, and such Bid Bond or Check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's Bond is furnished by the successful Bidder, or for a period not to exceed sixty (60) days from the date herein before set for the opening of Proposals, whichever period shall be the shorter. If such Proposal is not one of the three low Proposals the Bid Bond or Check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.
- <u>3-16 Contractor's Bond.</u> The successful Bidder will be required to execute two additional counterparts of the Proposal and to furnish a Contractor's Bond in triplicate in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than the contract price.
- 3-17 Failure to Furnish Contractor's Bond. Should the successful Bidder fail or refuse to execute such counterparts or to furnish a Contractor's Bond within ten (10) days after written notification of the acceptance of the Proposal by the Owner, the Bidder will be considered to have abandoned the Proposal. In such event, the Owner shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a Certified Check has been delivered with the Proposal, to retain from the proceeds of the Certified Check the difference (not exceeding the amount of the Certified Check) between the amount of the Proposal and such larger amount for which the Owner may in good faith contract with another party to construct the Project. The term "successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to execute the counterparts or to furnish a satisfactory Contractor's Bond.
- <u>3-18 Owner's Right to Reject Bids.</u> The Owner reserves the right to reject any and all bids when such rejection is in the interest of the Owner; to reject the bid of a Bidder who has previously failed to perform properly or complete on time jobs of a similar nature; and to reject the bid of a Bidder who is not, in the opinion of the Owner, in a position to perform the Contract.
- 3-19 Contract is Entire Agreement. The Contract to be effected by the acceptance of

