



November 18, 2024

Addendum 3

Bid No. 25-005-2025-PWI-014

Metal Building – 50’ x 120’ Pre-engineered Metal Building with Foundation

Electric Storage Building Addition for the

City of Fairhope – Electric Utility

Public Works Project No. 2025-PWI 014

Addendum 3 contains clarification to the bid specifications.

This bid will be opened at the City of Fairhope’s City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL 36532 at 3:00 PM on Monday, November 25, 2024. Vendors shall acknowledge this Addendum 3 on their submitted Bid Response Form.

The Bid Opening date and time has been changed to Monday, November 25, 2024 at 3:00 P.M.

Clarification to Bid Specifications:

- Bid Security (Bid Bond) and Performance Assurance (Performance Bond and Labor and Materials Bond) requirements are listed in the **Invitation and Instructions to Bidders** and required for Public Works projects that are \$100,000.00 or greater, but the forms for each were not included in the Bid Specifications. Those documents are attached to this Addendum 3.
- Closeout Documents are a requirement for Public Works projects that are \$100,000.00 or greater, but the forms were not included in the Bid Specifications. Those documents are attached to this Addendum 3.

Attachments:

1. Bid Bond Document
2. Performance Bond Document
3. Labor and Materials Document
4. Closeout Documents (to be submitted at end of project)

**ITEM X
BID BOND INFORMATION**

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. All bonds and/or cashier's check will be made payable to the City of Fairhope for an amount not less than five (5) percent of the City's or its engineers or architects estimated cost of the Project or of the total bid in the proposal, but in no event more than \$10,000.00.

Return of Bid Bonds: All bid bonds, except those of the three lowest bona fide bidders, will be returned immediately after bids have been checked, tabulated and the relation of the bids established. The bid bonds of the three lowest bidders may be retained and if so, will be returned as soon as the contract bonds and the contract documents of the successful bidder have been approved and properly executed.

In the event it is necessary to defer a contract award for longer than fifteen (15) days, after opening of bids, then all bid bonds, except that of the potential successful bidders will be returned.

Award of the contract will be made within the time specified after the opening of bids. In the event no award is made within such time, all bids may be rejected, and all bonds returned.

Provided; however, the potentially successful bidder may enter into a written agreement with the City for an extension of time for consideration of its bid, in which case, the bidder's bond shall remain in full force and effect, or the City may permit said bidder to substitute a satisfactory surety for the cashier's check if submitted as a guaranty to the bid bond.

Forfeiture of Bid Bonds: Should the successful bidder or bidders to whom a contract is awarded fail to execute a contract(s) and furnish acceptable contract securities and evidence of insurance, as required, within thirty (30) days after the prescribed forms have been presented to him/her, the City may retain from the proposal guaranty, if it is a cashier's check or recovered from the principal or the sureties, if the guaranty is a bid bond, the difference between the amount of the contract as awarded, and the amount of the proposals of the new lowest bidder. If no other bids are received, the full amount of the proposal guaranty may be so retained and recovered as liquidated damages for such default. Any sum so retained or recovered shall be the property of the awarding authority.

END OF BID BOND INFORMATION

ITEM X
BID BOND

The PRINCIPAL (Bidder's name and address)

The OWNER
City of Fairhope
P.O. Drawer 429
Fairhope, Al 36533

The PROJECT for which the Principal's Bid is submitted: (Project name as it appears in the Bid Documents)

PROJECT NO.
PROJECT NAME:

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the OWNER in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than TEN THOUSAND DOLLARS (\$10,000.00).

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the OWNER the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Document, the OWNER accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the for contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the OWNER the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the OWNER may award a Construction Contract for the same Work to another Bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the OWNER may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

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

(Principal (Company))
By _____

Print Name and Title

SURETY
ATTEST

By _____
Surety Company

Print Name and Title

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)
vendors)

Foreign Corporation Entity Id (Required of out-of-state-

Attest:

(Secretary)

(Name of State under the laws of which incorporated)

(Name of Surety)

BY: _____
(Attorney in Fact)

**ITEM XI
PERFORMANCE BOND**

KNOW ALL MEN: That _____ as Principal,
(name & address of legal title of contractor)

and _____ and
(name & address of legal title of one or more sureties)

(name & address of legal title of one or more sureties)

Hereinafter called the Surety or Sureties, are held and firmly bound unto the CITY OF FAIRHOPE, ALABAMA, 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. 25-005-2025-PWI-014 Metal Building – 50’ x 120’ Pre-engineered Metal Building with Foundation Electric Storage Building Addition for the City of Fairhope – Electric Utility**, 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 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 this _____ day of _____, 202____.

IF INDIVIDUAL

_____, Doing Business As, _____
(SIGNATURE of Individual Bidder) (Business Name)

Business Mailing Address _____

IF CORPORATION

(Name of Corporation, Partnership , or Joint Venture)

Business Mailing Address _____

By: _____
(SIGNATURE of officer authorized to sign Bids and Contracts for the company) (Position or Title)

ATTEST:

(Secretary) (Name of State of incorporation)

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

**ITEM XII
LABOR AND MATERIAL BOND**

KNOWN ALL MEN BY THESE PRESENTS, that we, _____ (hereinafter called the "Contractor") of _____ as principal and _____ (hereinafter called the "Surety"), as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the City of Fairhope, Alabama, (hereinafter called the "**City**"), a municipal corporation, existing under and by virtue of the Laws of the State of Alabama, for the use and benefit of those entitled thereto, in the penal sum of _____ (\$_____) for the payment of which well and truly to be made in lawful money of the United States, we do hereby bind ourselves, or successors, assigns and personal representatives, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the **City** has entered into a certain written contract with said Contractor for **Bid No. 25-005-2025-PWI-014 Metal Building – 50' x 120' Pre-engineered Metal Building with Foundation Electric Storage Building Addition for the City of Fairhope – Electric Utility**, in accordance with contract documents heretofore on file in the Office of the **City of Fairhope** at the price of, to-wit: _____ (\$_____) as more fully appears in said written Contract bearing date of _____, 20____, which Contract is hereby referred to and made a part hereof to the same extent as if set out herein in full.

NOW, THEREFORE, if said Principal and all subcontractors to whom any portion of the work provided for in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payment to all persons supplying him or them with labor, foodstuffs, or supplies for or in the prosecution of the work provided for in such contract, or in any amendment or extension of or addition to said contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, it shall 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, foodstuffs, or supplies for or in the prosecution of the work provided for in said contract, payment for which has not been made, shall have a direct right of action in his or their name or names 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 and 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 said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) In addition to any other legal mode of service, service of summons and other process in suits on this bond brought in Baldwin County may be had on the Principal or the Surety in accordance with Title 27, Chapter 3, Section 24 of the Ala. Code (1975) by serving a copy of the summons and complaint or other pleading or process, with the Commissioner of Insurance of the State of Alabama or his/ her designee and the Principal and Surety agree to be bound by such mode of service above described and consents that such service shall be the same as personal service on the Principal or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation

recoverable under any 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 Title 39, Chapter 1, Section 1 of the Ala. Code (1975), and all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers on the ____ day of _____, 20____.

Principal

By: _____

Title

Surety

ATTEST:

By: _____

Title

ITEM XIII



CITY OF FAIRHOPE CLOSEOUT DOCUMENTS

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

CONTRACTOR'S AFFIDAVIT OF PAYMENT

FINAL RELEASE OF LIENS

NOTICE OF COMPLETION ADVERTISEMENT



CITY OF FAIRHOPE
CONSENT OF SURETY COMPANY TO FINAL PAYMENT

COF PROJECT NO: _____

COF PROJECT NAME: _____

OWNER: **City of Fairhope**
P.O. Drawer 429
Fairhope, AL 36533

CONTRACTOR: _____

In accordance with the provision of the Contract between the OWNER and the CONTRACTOR as indicated above, the _____, Surety Company on bond of _____ CONTRACTOR, hereby approved the final payment to the CONTRACTOR and agrees that final payment to the CONTRACTOR shall not relieve the Surety Company of any of its obligations to the City of Fairhope as set forth in said Surety Company's bond dated the _____ day of _____, 202__.

IN WITNESS WHEREOF

The Surety Company has hereunto set its hand this ____ day of _____, 202__.

ATTEST
(Seal)

Surety Company

Signature of Authorized Representative

Title



**CITY OF FAIRHOPE
CONTRACTOR'S AFFIDAVIT OF PAYMENT
OF CLAIMS & DEBTS**

COF PROJECT NO: _____

COF PROJECT NAME: _____

OWNER: **City of Fairhope**
P.O. Drawer 429
Fairhope, AL 36533

CONTRACTOR: _____

STATE OF: _____

COUNTY OF: _____

The undersigned hereby certified that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, Labor and services performed, and for all known indebtedness and claims against the CONTRACTOR for damages arising in any manner in connection with the performance of the Contract referenced above for which the OWNER or his property might in any way be held responsible.

EXCEPTION: (If none, write NONE) _____

CONTRACTOR

By: _____ Title: _____

Subscribed and sworn to and before me this ___ day of _____, 202__.

NOTARY PUBLIC

My Commission expires ____/____/____



**CITY OF FAIRHOPE
FINAL RELEASE OF LIENS**

KNOW ALL MEN BY THESE PRESENTS: In consideration of, and contingent upon the receipt of total payments in the amount of _____

Under and pursuant to the following contract:

COF PROJECT NO: _____

COF PROJECT NAME: _____

The undersigned hereby releases _____, its officers, agents, and employees, of and from all liabilities, obligations, and claims whatsoever in law and in equity under or arising out of said contract. We do hereby certify that all labor, materials, equipment, supplies, etc. for this project have been paid in full and there is no outstanding indebtedness.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, 202__.

CONTRACTOR

By: SIGNATURE

PRINTED NAME

Title

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the _____ day of _____, 202__.

NOTARY PUBLIC

My Commission Expires: ___/___/___



**CITY OF FAIRHOPE
NOTICE OF COMPLETION LEGAL NOTICE**

Bid Number: _____

Bid Name: _____

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, for contracts \$100,000 and over, notice is hereby given that _____, CONTRACTOR, has completed the Contract for the above referenced bid for the City of Fairhope, Alabama, OWNER, and has made request for final settlement of said Contract. Any claims for labor, materials or otherwise in connection with this project should be itemized, notarized, and presented to:

OWNER:

**CITY OF FAIRHOPE
555 South Section Street
P.O. Drawer 429
Fairhope, AL 36533**

On or before (30 days) or same will be barred.

Contractor:

Newspaper(s) in which ad was run: _____

Dates ad was run (3 consecutive weeks): _____

Contractor to provide Proof of Publication of the Notice of Completion to the City by affidavit of the publisher and a printed copy of the notice published.