

ADDENDUM NO 01
CITY OF FAIRHOPE

Project No. PW024-16, Fly Creek Marina Seawall Improvements

THE DOCUMENTS FOR THIS BID SHALL BE AMENDED, REVISED AND CHANGED IN THE FOLLOWING PARTICULARS:

CLARIFICATION:

1. ALL QUANTITIES MAY INCREASE OR DECREASE AND WILL BE PAID ON UNIT PRICES APPLIED TO INSTALLED QUANTITIES.

2. THE EXISTING WATER & POWER LINES WILL BE TURNED OFF BY THE CITY OF FAIRHOPE AND REMOVED WITHOUT SALVAGE BY THE CONTRACTOR. THE CITY OF FAIRHOPE WILL REPLACE WATER & POWER LINES PRIOR TO BACK FILING THE NEW WALL BY THE CONTRACTOR. THE EXISTING FINGER PIERS SHALL REMAIN IN PLACE WITH AS LITTLE DAMAGE AS POSSIBLE BY THE CONTRACTOR. NO EFFORT SHALL BE MADE TO REMOVE ANY STRUCTURE BEYOND THE FACE OF THE EXISTING WALL.

3. CONTRACTOR AT HIS OR HER OPTION CAN PLACE THE NEW WALL ON THE WATER SIDE FACE OF THE EXISTING WALL, OR IN THE SAME LOCATION AS THE EXISTING WALL OR ON THE LAND SIDE OF THE EXISTING WALL.

4. ADDED PAY ITEMS, 2A AND 2B.

CHANGES:

1. REMOVE ITEM III BID RESPONSE FORM
REPLACE WITH ITEM III BID RESPONSE FORM REV 1 (attached)

2. CHANGE BID OPENING FROM TUESDAY, MAY 17, 2016 AT 11:00 AM CST TO TUESDAY, MAY 24, 2016 AT 11:00 CST.

Bidders are to sign and include signed **Addendum No.1** with submitted bid documents.

Acknowledged:

Company

By

ITEM III
BID RESPONSE FORM REV 1

Date: _____

Project No.: PW003-16 Fly Creek Maintenance Project

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 prebid 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 NINETY (90) 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.

3.3 BID AMOUNTS

NOTES:

1. The following unit prices shall include **all** labor, materials, equipment removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
2. Bidder understands that the Owner reserves the right to reject any and all bids.
3. The Bidder understands that he must submit this entire booklet with the bid.

The OWNER agrees to provide the following materials: **NONE**

SCOPE OUTLINE

The Contractor shall remove existing wood sheet pile wall currently in place at the City of Fairhope Fly Creek Marina in the locations where new Vinyl Sheet pile wall system will be installed. Approximately 160' of wall will be removed and replaced with 160' of Vinyl SG 950 or equal sheet pile wall system. Some dredging will be required after the wall has been installed and will be paid by Cubic Yard per the price schedule. An optional price shall be provided to rent a driving mandrel if required. **All Quantities May Increase or decrease and will be paid on Unit prices applied to installed Quantities.**

The existing water & power lines will be turned off by the City of Fairhope and removed without salvage by the contractor. The City of Fairhope will replace water & power lines prior to back filing the new wall by the contractor. The existing finger piers shall remain in place with as little damage as possible by the contractor. No effort shall be made to remove any structure beyond the face of the existing wall.

The Contractor shall remove all tie backs, including all equipment required to remove the complete existing sheet pile wall system below grade. The removal shall be such that the new Vinyl Wall can be installed.

The Contractor shall provide all equipment to install the new helical anchor tie backs anchors, including all test equipment to load test each pile to 125% load capacity.

The Contractor shall provide all equipment necessary for the installation of CMI SG-950 vinyl sheet pile wall or approved equal.

The Contractor shall install a new 2.5 CCA 10"x10" waler & wood pile cap walkway. All splice places and connectors shall be provided and installed as indicated on the drawings.

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	Unit Price	Total
1	Crain Materials International Shore Guard 950 Vinyl Sheet Pile Wall.	160	LF		
2	Chance Helical Tie Back Anchor, SS125 (1.25"x1.25" Solid Square Shaft)10"/12"/14" helices. Bid Length 28 Feet. Install angle 30 deg. Torque 4000 Ft-Lbs., Service Capacity 11 Kips, Proof Load to be applied by the contractor 14 Kips. <u>Independent verification by Owner.</u>	28	EA.		
2A.	Unit price for each 7' plain extension required, greater or less 28' base length. 28' base length may be increase or decrease	1	EA		
2B.	Unit price for each 16" diameter helical extension. This may or may not be required and will be used if needed.	1	EA		
3	Remove Existing Wood Sheet Pile System and all components below grade to allow installation of the new Vinyl Sheet Pile Wall System. <u>NOTE: CONTRACTOR AT HIS or HER OPTION CAN PLACE THE NEW WALL ON THE WATER SIDE. FACE OF THE EXISTING WALL, OR IN THE SAME LOCATION AS THE EXISTING WALL OR ON THE LAND SIDE OF THE EXISTING WALL.</u>	160	LF		
4	Install New Sheet Pile Wall to Existing Sheet Pile Wall Connector INCLUDING MARIFI 140 WRAP TO SEAL. The interface must seal and retain soil,6' min sheet width, extend MARIFI 6' below grade.	1	EA.		
5	Install Marine Grade 2.5 CCA Rough Cut 2x8 Wood Pile Cap with stainless steel connectors as detailed.	160	LF		
6	Dredge Material Removal	200	CY		
7	Underwater Backfill (Sand) Landside Behind The New Sheet Pile Wall	120	CY		

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	Unit Price	Total
8	10"x10" Wood Waler Marine Grade 2.5 CCA with blocking, tie back rod, 7" Plate washers and galvanized splice plate.	100	SF		
9	Unit price required to wash piling into place if obstructions are encountered during drive. This may or may not be required	1	LF		
10	MOBILIZATION	1	LS		
BID TOTAL				\$	

Contractor's Name & General Contractor's License Number

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.

WITNESS our hands this _____ day of _____, 2016.

IF INDIVIDUAL

_____ Doing Business As,

(SIGNATURE of Individual Bidder) (Business name)

Business

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 INDIVIDUAL

STATE OF _____ }

COUNTY OF _____ }

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

_____ As _____ of _____
PRINT name of Bid signer Title PRINT Company name

whose name 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 _____, 2016.

Notary Public _____

My Commission Expires ____/____/____

IF 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 _____, 2016.

Notary Public _____

My Commission Expires ____/____/____

ACCOUNTING OF SALES TAX
Attachment to Bid Response

To: City of Fairhope

Date: _____

Project No.: PW003-16 Fly Creek Maintenance Project

Sales Tax Accounting

Pursuant to Code of Alabama (1975) Section 40-9-14.1, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID: _____

\$ _____

Alternate No. 1 (.....) (add)(deduct) \$ _____
Insert keyword for alternate

Alternate No. 2 (.....) (add)(deduct) \$ _____

Alternate No. 3 (.....) (add)(deduct) \$ _____

Alternate No. 4 (.....) (add)(deduct) \$ _____

Alternate No. 5 (.....) (add)(deduct) \$ _____

Alternate No. 6 (.....) (add)(deduct) \$ _____

Failure to provide an accounting of Sales Tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive Bidder.

Legal Name of Bidder _____

Mailing Address _____

*By (Legal Signature) _____

*Name (type or Print) _____ (Seal)

*Title _____

*Telephone _____

E-Mail _____

3.4 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 Firm		

3.5 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).

3.6 SUBCONTRACTORS:

Unless the same information has been provided in the prequalification statement, the Bidder further certifies that if his bid is accepted, the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work:

Description of Work _____

Name

_____, _____, _____
Street City State Zip

Description of Work

Name

_____, _____, _____
Street City State Zip

Description of Work

Name

_____, _____, _____
Street City State Zip

Description of Work

Name

_____, _____, _____
Street City State Zip

Description of Work

Name

_____, _____, _____
Street City State Zip

3.7 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 _____ (\$0.00)
_____ according to the conditions under "Instructions to Bidders" and provisions therein.

Dated this ____ day of _____ 2016

[END OF BID RESPONSE]