

ADDENDUM NUMBER 1

Friday, May 11, 2018

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PROJECT:  
FAIRHOPE CIVIC CENTER HVAC REPLACEMENT  
FAIRHOPE, ALABAMA  
GMC PROJECT NO. AMOB170024

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AD1-1 GENERAL:

- A. There is not an existing roof warranty.
- B. After un-installment, the existing condensing unit shall be turned over to the Owner.
- C. The new roof units shall be installed more than 10 feet away from the roof edge to not require installing a guardrail.
- D. **Next Scheduled Site Visit:** Next **Tuesday, May 15<sup>th</sup> at 2:00 pm.** The site visit is not mandatory.

AD1-2 ATTACHMENTS:

- A. Addendum Acknowledgment Response
- B. Pre-Bid Meeting Agenda
- C. Pre-Bid Sign In Sheet

END OF ADDENDUM

PREPARED BY

**GMC**

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Mobile, Alabama 36602  
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**FASCIMILE TRANSMITTAL COVER SHEET**

**DATE:** May 11, 2018  
**TO:** Katie Fowler  
**FROM:** Planholder  
**PROJECT:** FAIRHOPE CIVIC CENTER HVAC REPLACEMENT  
For FAIRHOPE, ALABAMA  
GMC PROJECT NO. AMOB170024  
**RE:** ADDENDUM NO. 1 AND ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 1

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**ACKNOWLEDGEMENT OF RECEIPT:**

**PLEASE PRINT RECIPIENT'S NAME, FIRM, AND DATE RECEIVED.**

**THEN FAX BACK TO (251) 460-4423 or EMAIL [Katie.Fowler@gmcnetwork.com](mailto:Katie.Fowler@gmcnetwork.com)  
FOR OUR RECORDS AND TO ACKNOWLEDGE YOUR RECEIPT OF THIS ADDENDUM.**

\_\_\_\_\_  
NAME *(PLEASE PRINT)*

\_\_\_\_\_  
FIRM *(PLEASE PRINT)*

\_\_\_\_\_  
DATE RECEIVED *(PLEASE PRINT)*

**PRE-BID CONFERENCE AGENDA  
REPLACEMENT OF 30-TON HVAC UNIT AT CIVIC CENTER – PHASE II  
FOR THE CITY OF FAIRHOPE, ALABAMA  
GMC PROJECT NO. AMOB170024**

**Tuesday, May 8, 2018, 10:00 AM LOCAL TIME**

Note: *This Agenda is complimentary, for general use as an outline and for discussion during this meeting. Any errors, omissions, or clarifications shall be communicated to the Architect for distribution. This Agenda does not attempt to be, nor represent, any recapitulation of Project requirements, and does not change or alter same in any respect; Changes, if any, will only be made by written Addendum.*

Introductions and opening remarks and reminder to sign-in on sheet being circulated.

**1. Names and relationship to Project of local Owner personnel:**

- Owner – City of Fairhope
- Operations Director - Richard Peterson, P.E.
- Purchasing Manager– Jillian Saffle
- Purchasing Clerk - Dee Dee Brandt
- Facilities Maintenance Manger – Lance Cabaniss

**2. Names of Architect personnel involved – Goodwyn, Mills and Cawood, Inc.**

- Project Architect – Jim Walker, AIA
- Project Manager – Brooke Rodriguez-Feo, AIA
- Administrative Assistant - Katie Fowler

**3. Bid Time, Date, Place – indicated in Advertisement for Bids:**

- Bids will be received and clocked in at 2:00 p.m. local time on Tuesday, May 22<sup>nd</sup>, 2018, at the City of Fairhope offices, 555 South Section Street, Fairhope, Alabama, 36532.

**4. Bid Preparation / Bid Guaranty / Delivery of Bids:**

- As per Contract Documents and including but not limited to Bidding Requirements, Contract Forms, General Conditions, Technical Specifications, Construction Drawings, and all Addendums.
- No alterations shall be made to bid proposal unless modified by Addendum.
- Bid Guaranty in the form of Bid Bond or Cashier's Check; 5% of bid amount, not to exceed \$10,000.
- Bid Bond must be executed by a Surety Company duly authorized and qualified to make such bonds in the State of Alabama.
- Cashier's check must be drawn on an Alabama bank.
- Contractor's responsibility to make sure Bid is received prior to bid time or they will not be accepted.
- Contractor's License (Put license number on outside of Bid Proposal envelope).
- Bids must be submitted on the Proposal Form as contained in the Bid Documents; only one copy is required to be submitted.

- ALL information requested of the bidder on the Proposal form must be filled in. The form must be completed by typewriter or hand-printed ink.
- Where indicated by the format of the Proposal Form, the bidder must specify lump sum prices in both words and figures. In case of discrepancy between the prices shown in words and in figures, the words will govern.
- ALL bid items requested in the Proposal form, including alternate bid prices and unit prices for separate items of the Work, must be bid.
- The Proposal Form must be accompanied by a cashier's check, drawn on an Alabama bank, or a Bid Bond, executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the City of Fairhope.
- If a Bid Bond is provided in lieu of a cashier's check, the bond shall be on the Bid Bond form as stipulated in the Bid Documents.
- Each bid shall be placed together with the bid guaranty, in a sealed envelope. On the outside of the envelope the bidder shall write in large letters "Proposal", below which the bidder shall identify the Project and the Work bid on, the name of the bidder, and the bidder's current general contractor's state license number.
- Bids may be delivered in person or by mail if ample time is allowed for delivery. When sent by mail, the sealed envelope containing the bid shall be enclosed in another envelope for mailing.

**Mail Bids To:**

City of Fairhope Offices  
555 South Section Street  
Fairhope, Alabama 36532

- A bid which has been sealed in its delivery envelope may be revised by writing the change in price on the outside of the delivery envelope over the signature and date of the bidder or the bidder's "authorized representative". Authorized Representative is defined as a person to whom the bidder has granted written authority to conduct business in the bidder's behalf by signing and/or modifying the bid. Such written authority shall be signed by the bidder and shall be attached to the Proposal Form.
- A bid that is not accompanied by data required by the Bid Documents, or a bid which is in any way incomplete, may be rejected. Any bid which contains any un-initialed alterations or erasures, or any bid which contains any additions, alternate bids, or conditions not called for, or any other irregularities of any kind, will be subject to rejection.

**5. Performance and Payment Bonds:**

- As per Requirements of Project Manual

**6. Sales, Use, and Severance Tax Savings:**

- Tax Exempt Project Per City of Fairhope Requirements
- Accounting of Sales Tax – To be included with the Proposal Form.

**7. Addenda:**

- Addenda No. 1 will include meeting minutes of Pre-Bid Meeting, the sign in sheet, and any pertinent discussed items.
- Any further addenda necessary after the Pre-Bid Meeting will be issued to all General Contractors which have picked up a set of contract documents.

**8. Project NTP/Mobilization:**

- The Official Notice to Proceed will be issued with the fully executed Contract.
- **NO WORK SHALL BEGIN ON PROJECT UNTIL INSURANCE CERTIFICATES ARE RECEIVED AND APPROVED BY CITY OF FAIRHOPE.**

**9. Project Observation & Site Visits:**

- Conducted on average of once per week or as needed by the progress of construction.

**10. Safety:**

- The Contractor shall be responsible for all project safety. Neither the Architect, nor the Owner will be responsible for the Contractor's safety precautions, means, methods, techniques, sequences, or procedures. Contractor's personnel responsible for safety shall be OSHA certified.
- Safety fencing (as described in the contract documents) for project, including equipment and storage areas, part of contractors means, methods, techniques, sequences, procedures; cost of any type fencing, barricades, construction tunnels, etc. necessary shall be incidental to project.
- Construction fencing required along limits of construction.

**11. Existing Conditions / Constraints:**

- As per Contract Documents.

**12. Traffic Control / Contractor Parking:**

- Coordinate all construction activities with the City of Fairhope
- Particular attention also paid to pedestrian traffic and routing of such during project.
- Notification to Emergency Vehicles (Police, Fire, Rescue, Ambulance, etc.) shall be contractor's responsibility.
- Coordinate with the City of Fairhope where contractor and subs are to park vehicles and store materials if any.

**13. Child Labor Law:**

- All Contractors shall adhere to the federal child labor provisions, authorized by the Fair Labor Standards Act (FLSA) of 1938, also known as the child labor laws.

**14. Meetings:**

- **Pre-Construction** - will be scheduled once a low bidder is determined and project is awarded.
- **Owner / Architect / Contractor (OAC)** progress meeting to be held per project requirements and biweekly.
- **Other** – As necessary for the proper coordination and requirements of the project.

**15. General Contractor's State Licensing Requirements:**

- When the amount bid for a contract exceeds \$50,000, the bidder must be licensed by the State of Alabama Licensing Board for General Contractors and must show the Architect evidence of license before bidding or the bid will not be received by the Architect or considered by the Awarding Authority.
- General Contractors and Subcontractors shall have no less than 5-years verifiable commercial experience in their trade and no less than 5-years verifiable commercial experience in their business enterprise contracting for work under this project.

- The General Contractor shall have completed no less than 5 verifiable commercial projects of similar scope, extent and dollar value during the last 3 years.
- Failure to comply with these requirements will result in rejection of non-compliant bids.

**16. Explanations and Interpretations:**

- The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the Intent of the Contract Documents.
- In the case of inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.
- Written formal questions regarding the work shall be directed to the Architect in the form of an (RFI), Request for Information.
- Any changes to requirements of the Bid and Contract Documents will only be made by written Addendum.
- Communications by and with the Architect's consultants shall be through the Architect ONLY.
- *All RFI's are to be sent to the architect and copy to City of Fairhope.*
- Every General Contractor and every Subcontractor should read and be familiar with all of the "front-end" documents and all of Division 1 of the Project Manual, in addition to the work they are bidding and have to coordinate with.
- Before submitting a bid for the Work, the bidders shall carefully examine the Bid Documents, visit the site, and satisfy themselves as to the nature and location of the Work, and the general and local conditions, including weather, the general character of the site or building, the character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of submission of their bids.
- Questions and clarification from prospective bidders will be made only by written Addenda sent to all prospective bidders. Questions and clarifications must be submitted in writing a minimum of 48 hours prior to bid.
- When the Bid Documents identify three or more sources and the list of sources is not followed by "or approved equal" or similar wording, the bidder's proposal shall be based upon one of the identified sources, unless the bidder obtains "Pre-bid Approval" of another source as described below.
- If there is a conflict, discrepancy, or confusion between the plans and specifications for work, materials or equipment and the Contractor does not receive written clarification from the Architect prior to the opening of bids the Contractor shall include the more expensive item in his/her bid.
- Each Bidder shall determine the number of sets of Contract Documents required for the construction of the specified work.
- Proposals may be rejected if they contain any omissions, alterations of forms, additions not called for, conditional bids, alternate bids unless called for, incomplete bids, erasures, or irregularities of any kind.

**17. Insurance Requirements:**

- Insurance requirements should be read by each bidder, and should be provided to each General Contractor's and Subcontractor's insurance carrier for review.

## PROJECT SPECIFIC REQUIREMENTS

### 18. Existing Utilities:

- Utility Shutdown procedures (if any). Notify City of Fairhope and Architect minimum 72 hrs. prior to any utility shutdown.

### 19. Substitutions:

- Acceptance of additional suppliers, manufacturers, and/or products in such instances shall be limited to those named, unless others are properly submitted at least 7-days prior to the Bid Date and subsequently accepted. Contractor should review the Contract Documents for proper submittal for consideration and review for pre-approvals.
- Acceptance will only be acknowledged by Addendum
- Submittals during construction other than those pre-qualified or pre-accepted will not be reviewed, but instead, returned for re-submittal, without exception.

### 20. Unit Prices:

- See Construction Documents, Description of Unit Prices, and ATTACHMENT A TO PROPOSAL FORM STATING UNIT PRICES.
- Bidders are requested to bid on all Unit Price Items indicated. Where a Unit Price does not involve a change in price, insert the words "No Change." Bidders not desiring to bid a certain Unit Price should so indicate by the words "No Bid". Bidders failing to bid all Unit Prices risk disqualification of their bid.
- The unit prices shall include all charges for labor and materials, fee, layout, supervision (field and office), general expenses, taxes, insurance, overhead and profit, for Unit Item of Work in place and complete.
- Submit Unit Prices with the Proposal Form on Bid Date.

### 21. Allowances:

- Allowance No. 1 – Owner's Contingency Allowance:
- Allow a lump sum of **\$9,000.00** for the correction of concealed existing conditions and/or additional work, as directed by the Architect and Owner, including purchase, any applicable taxes and fees, and all related costs.
- Include overhead and profit of at least 10% in Base Bid, and not as part of Allowance.
- Amount of unused allowances to be returned shall include unused amount plus 10% overhead and profit.

### 22. List of Subcontractors and Suppliers:

- Each bid shall have attached a list of major subcontractors and suppliers proposed for the principal parts of the work which is to be turned in with a copy of the Proposal Form on Bid Date, or at Contractor's option, turned in to the Owner within 24-hours after receipt of Bids, with a copy to the Construction Manager and Architect. Bidders failing to submit such list, as indicted, will be considered non-responsive and will be rejected; Bidder failing to submit a complete list may be rejected.
- Subcontractors listed and thereafter approved may not be changed without prior approval of the Owner, Construction Manager and Architect.

**23. Modification and Withdrawal:**

- After the bid opening, bids may be withdrawn or modified only after the expiration of sixty (60) days.

**24. Warranty:**

- Roofing Guarantee – General Contractor 5 years; Manufacturer Standard 30 year NDL
- General Contractor one (1) year warranty for general construction
- Manufacturer's standard warranty.

**25. Permits, Licenses and Fees:**

- The Contractor is responsible for all other permits and all other fees necessary for proper and legal completion of the Work.

**26. Supervision:**

- General Contractor shall provide a **FULL-TIME** Project Manager / Superintendent for the duration of the Contract; the Project Manager/Superintendent shall have minimum of 10 years' experience specific to the work in this scope. Project and Owner references shall be provided prior to preconstruction meeting. Refer to General and Special Conditions for additional information and requirements, and minimum experience requirements.

**27. Completion Time for Project:**

- Base Bid Completion Time: **60 calendar days** from date of Official Notice to Proceed

**28. Detailed Construction Schedule:**

- At the time the Contractor receives the signed Contract and the Notice to Proceed, he shall submit a Schedule of Work Progress to the Design Consultant which reflects the amount of time required for the Work and the deadline by which it can be expected to be completed. The Schedule must accurately reflect the date for Substantial Completion and take into consideration any reasonable contingencies.

**29. Liquidated Damages:**

- Per General Conditions of the Contract included in the Contract Documents. \$200.00 per day for the first 10 days beyond the date of substantial completion; an additional \$200.00 per day thereafter until substantial completion is achieved.

**30. Goodwyn Mills & Cawood, Inc. (Architect)**

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**31. OWNER COMMENTS:**

**32. QUESTIONS / COMMENTS:**

**33. NOTES:**

**END OF MEETING**

