

**ADDENDUM NO. 01**

CITY OF FAIRHOPE

Bid No. 022-13

46 KV Transmission and 12 KV Distribution Lines Upgrades

for

CITY OF FAIRHOPE

The bid documents for this Bid shall be amended, revised and changed in the following particulars:

CORRECTION on six pages (attached): correction of Bid No. from 020-13 to 022-13. Please remove the old pages and substitute the attached new correct pages in the bid document.

CLARIFICATION: the bid documents are available in Word with the exception of the Appendixes. If you are unable to convert the pdf. form of the bid document to Word, please contact Dan Ames at [dan.ames@cofairhope.com](mailto:dan.ames@cofairhope.com)

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

Acknowledged:

\_\_\_\_\_  
Company

\_\_\_\_\_  
By

Daniel P. Ames  
Purchasing Manager  
City of Fairhope  
Posted: 06-10-13

**CONTRACT DOCUMENTS  
BID FORM AND SPECIFICATIONS**

**BID NO.022-13 46KV TRANSMISSION AND 12KV  
DISTRIBUTION LINES UPGRADE**

**PROJECT NO. E001-12 46KV RECONDUCTORING  
AND SUBSTATION EXPANSION**

**FOR  
ELECTRIC DEPARTMENT**

**FAIRHOPE CITY COUNCIL**

**Timothy M. Kant, Mayor  
Jack Burrell, Council President**

**Set No \_\_\_\_\_**

Posted: \_\_\_\_\_

**ITEM III  
BID FORM**

Date \_\_\_\_\_

**Bid No.           022-13 46KV Transmission and 12KV Distribution Lines Upgrade**  
**Project No.       E001-12 46KV RECONDUCTORING AND SUBSTATION EXPANSION**

Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services out lined within this contract and scope of work.

The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished, in accordance with the contract. The scheduled quantities or work to be done and materials to be furnished may each be increased, decreased, or omitted as provided herein.

The Owner agrees to provide the following materials: NONE

The Contractor agrees to complete all the work within 120 working days from date given in the Notice to Proceed (NTP) unless other arrangements are approved by the Project Manager.

**Bid Form continues on following pages:**

**ITEM X  
CONTRACT**

This **CONTRACT** is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **CITY OF FAIRHOPE** (hereinafter "**OWNER**") and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "**CONTRACTOR**"), on the

**Bid No.                    022-13 46KV Transmission and 12KV Distribution Lines Upgrade**

**Project No.            E001-12 46KV RECONDUCTORING AND SUBSTATION EXPANSION**

The **OWNER** and the **CONTRACTOR** agree as set forth below:

1. The **CONTRACT** consists of all the items contained within this contract, bid package, Project manual, drawings, and all addenda and amendments. The contract consists of all of the items contained within this contract, the bid package, proposal, scope of work, specifications and if any drawings addenda, amendments, and "City of Fairhope Standard Terms and Conditions", which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of **Project No E001-12 46KV RECONDUCTORING AND SUBSTATION EXPANSION**
2. The **CONTRACTOR** shall perform all the WORK described herein as awarded by the Fairhope City Council.
3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of the **CONTRACT** within **TEN (10)** days of the date specified in a *Notice to Proceed (NTP)* to be issued to the **CONTRACTOR** by the **OWNER**, or its authorized representative. The work shall be completed, subject to authorized adjustments, within **One hundred twenty (120) CALENDAR** days from and after the commencement date stipulated in said *Notice to Proceed*. Liquidated damages for non-completion of the work within this time limit will be assessed at the rate of **\$200** per working day.
4. The **OWNER** shall pay the **CONTRACTOR** in current funds for the performance of the WORK, the **CONTRACT SUM** of \_\_\_\_\_ (**\$xx.xx**). The **CONTRACTOR** shall submit to the **OWNER**, on or before the 5<sup>th</sup> day of each month, an estimated total for the work performed in the previous month. The **OWNER** will hold back 5% of each monthly estimate until 50% completion of the work.

The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the **CONTRACTOR** will be made only for the actual quantities or work performed and accepted, or materials furnished, in accordance with the contract. The scheduled quantities or work to be done and materials to be furnished may increase decrease, or be omitted as provided herein.

The **CONTRACTOR** shall, immediately after the completion of the **CONTRACT**, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the **CONTRACT** until the expiration of 30 days after the completion of the notice. Proof of the publication of the notice shall be made by the **CONTRACTOR** to the **OWNER** by affidavit of the publisher and a printed copy of the notice published.

5. The **CONTRACTOR** shall not commence work under this **CONTRACT** until it has purchased **INSURANCE** for protection from any and all claims that may arise out of or result from the **CONTRACTOR'S** operations under the **CONTRACT**. The **CONTRACTOR'S** shall maintain the required insurance in the minimum amounts as described in **ITEM VII INSURANCE**.

**ITEM V  
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 ( \$ .00), 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. 022-13 46KV Transmission and 12KV Distribution Lines Upgrade**, 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 \_\_\_\_\_, 2013.

**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: \_\_\_\_\_ (Position or Title)  
(SIGNATURE of officer authorized to sign Bids and Contracts for the company)

ATTEST:

\_\_\_\_\_  
(Secretary) (Name of State of incorporation)

\_\_\_\_\_  
(Name of Surety) By: \_\_\_\_\_ (Attorney in Fact)

**INVITATION SUMMARY**

**Bid No.** 022-13 46KV TRANSMISSION AND 12KV DISTRIBUTION  
LINES UPGRADE

**Project No.** E001-12 46KV RECONDUCTORING AND SUBSTATION  
EXPANSION

**Issue Date:** 6/07/13

**Bid Bond Requirements:** 5% of bid price (see  
Advertisement Page)

**Certificate of Insurance Requirements:** See Standard Terms and  
Conditions

**Pre-Bid Meeting:** There will be no pre-bid  
meeting

**Deadline for Questions Date:** 07/3/13 (10:00am)

**IFB Closing Date (bids opened):** 07/08/13 (10:00am)

**City Internet Site: (for bid postings)** [www.cofairhope.com](http://www.cofairhope.com)

**Bid Copies: (to submit)** One (1)

**Purchasing Department Contact:** Daniel P Ames, Purchasing  
Manager  
[dan.ames@cofairhope.com](mailto:dan.ames@cofairhope.com)  
(251) 928-8003

**END OF INVITATION SUMMARY**

**CONTRACTOR INFORMATION**  
**BID NO. 022-13 46KV TRANSMISSION AND 12KV DISTRIBUTION LINES UPGRADE**  
**PROJECT NO.E001-12 46KV RECONDUCTORING AND SUBSTATION EXPANSION**

Please print this section and turn in with your response

**Business Organization**

Name of Bidder (exactly as it appears on W-9):

Doing-Business-As Name of Bidder:

Principal Office Address:

Form of Business Entity [check one ("X")]

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Individual \_\_\_\_\_

Joint Venture \_\_\_\_\_

Other (describe): \_\_\_\_\_

**Corporation Statement**

If a corporation, answer the following:

Date of incorporation: \_\_\_\_\_

Location of incorporation: \_\_\_\_\_

The corporation is held: Publicly \_\_\_\_\_  
Privately \_\_\_\_\_

**Partnership Statement**

If a partnership, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

The partnership is: General \_\_\_\_\_  
Limited \_\_\_\_\_

**Joint Venture Statement**

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

JV Agreement recorded? Yes \_\_\_\_\_  
No \_\_\_\_\_

**Primary Contact**

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

Contact: \_\_\_\_\_ EMAIL \_\_\_\_\_

**END OF INFORMATION SECTION**