

ADDENDUM NO 02
CITY OF FAIRHOPE

Bid No. 020-15 DISASTER DEBRIS REMOVAL AND DISPOSAL 2015

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

1. **CHANGE:**
 REMOVE ITEM I ADVERTISEMENT
 REPLACE with ITEM I ADVERTISEMENTrev1 (attached)

2. **CHANGE:**
 REMOVE Page 2 ITEM II Instructions to Bidders
 REPLACE with Page 2 ITEM II Instructions to Bidders rev1

3. **INSERT: INSTRUCTIONS for PERFORMANCE BOND AND LABOR AND MATERIALS BOND**
 before page 14 of bid documents-- ITEM V PERFORMANCE BOND

SEE ATTACHMENTS TO INCLUDE IN BID DOCUMENTS (3)

Bidders are to sign and include signed **Addendum No.2** with submitted bid documents.

Acknowledged:

Company

By

Daniel P. Ames
Purchasing Manager
City of Fairhope
Posted: 3/26/15

CITY OF FAIRHOPE
ADVERTISEMENT rev1

Sealed bids will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until **9:00 A.M. Monday, April 13, 2015**, then publicly opened thereafter at City Hall, 161 N. Section Street, Fairhope, Al 36532, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

Bid No. 020-15 Disaster Debris Removal and Disposal 2015
Project No. PW__15 (to be established at time of event)

The City of Fairhope is soliciting bids to provide Disaster Debris Removal and Disposal Services following an event within the city limits and some right-of-ways that may be outside the corporate limits of Fairhope, Alabama.

Plans and Specifications are on file and may be viewed in the Purchasing Department of the City of Fairhope, Alabama, located at 555 S. Section Street. Prior to opening, copies of the bid packet, Bid packages may be picked up at that location during normal operation time, or downloaded from the web. Bid advertisement, addenda and other related documents will be posted on the City of Fairhope website: www.cofairhope.com, Questions or comments pertaining to this bid must be presented in writing and sent as e-mail to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, Al 36532, e-mail: dan.ames@cofairhope.com, no later than Seven (7) days prior to the bid opening or will be forever waived.

All Bids must be on blank bid forms provided in the Bid documents. Bids shall be accompanied by a BID SECURITY equal to \$1000. BID SECURITY shall be in the form of a Bid Bond signed by a Bonding company authorized to do business in the State of Alabama, or a Cashier's Check payable to the City of Fairhope.

A **Performance Bond** in the form and terms approved by the City of Fairhope, in an amount not less than the estimated event cost for any and/or all events within 10 days of issuance of **Notice to Proceed** and in addition, a **Labor and Materials Bond** in the form and terms approved by the City of Fairhope in an amount not less than fifty percent (50%) of the estimated event cost for any and/or all events within 10 days of issuance of **Notice to Proceed**, insuring payment for all labor and materials. The cost of said bond premiums will not be an additional cost to the City.

THERE WILL BE A NON-MANDATORY PREBID MEETING on March 25, 2015, at 9:00 AM, at the City of Fairhope City Hall located at 161 N. Section Street, Fairhope, Al 36532. 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 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 "**Sealed Bid**" with **Bid Name, Bid Number, City of Fairhope's name and address, and the Bidder's name, address, and General Contractor's License Number (mandatory by State law)**. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The City reserves the right to accept or reject all bids, or any portions thereof, and to waive informalities, and to furnish any item of material or work to change the amount of the **CONTRACT**, whichever is in the best interest of the City of Fairhope.

The **CONTRACTOR** must furnish to the City of Fairhope at the time of the signing of the **CONTRACT**, a Certificate of Insurance coverage as provided in the contract documents which will include Comprehensive Insurance, Contractor's Automobile, and where applicable, Owner's Protective Liability insurance, Subcontractor's Public Liability and Property Damage Insurance. 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 bid 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 Alabama Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8, Title 34, of the Code of Alabama, 1975. In addition, the awarded vendor, if a 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://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx>. Awarded bidder must have a current business license, or purchase a business license with the City of Fairhope prior to work performed. No bids shall be withdrawn for the period of thirty (30) days subsequent to the opening of bids without the consent of the City of Fairhope, Baldwin County, Alabama. Once completed, a tabulation of the responsive and responsible bids will be available for public viewing by visiting the following web address: www.cofairhope.com

Dan Ames, Purchasing Manager
Posted 3-16-2015

10. WITHDRAWAL OF BIDS:

Bids may be withdrawn on written or telegraph request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

11. BIDDERS PRESENT:

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

12. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

Local vendors, within the city limits of the City of Fairhope, will have a 3% favorable allowance in all bids.

13. ERRORS IN BIDS:

Bidders or their authorized agents are expected to examine the specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk, and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

14. CONTRACT AND BOND:

All Bids must be on blank bid forms provided in the Bid documents. Bids shall be accompanied by a BID SECURITY equal to \$1000. BID SECURITY shall be in the form of a Bid Bond signed by a Bonding company authorized to do business in the State of Alabama, or a Cashier's Check payable to the City of Fairhope. The bidder to whom the award is made must, when requested, enter into written contract on the standard form as set out herein, within the period specified, or, if no period be specified, within 10 days after the required forms are presented to him for signature. The Contractor will furnish a **Performance Bond** in an amount not less than the estimated event cost for any and all events, and a **Labor and Materials Bond** in the form and terms approved by the City in an amount not less than 50% of the estimated event cost for any and all events. **The cost of said bond premiums will not be an additional cost to the City.**

15. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders any or all proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City of Fairhope.

16. SUBLETTING OR ASSIGNING OF CONTRACT:

Limitations: The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title or interest therein, of his power to execute such contract, to any person, firm or corporation without written consent of the City of Fairhope, and such written consent shall not be construed to relieve the Contractor of any responsibility for fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work.

Insert before ITEM V

**Instructions for
Performance Bond
and
Labor and Materials Bond**

The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the City in an amount not less than the estimated event cost for any and/or all events within 10 days of receiving the Notice to Proceed. The cost of said bond premiums will not be an additional cost to the City.