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TRANSMITTAL COVER SHEET

DATE: March 12, 2024

TO: ALL CONTRACTORS

FROM: PATSY STINSON

PROJECT: HIGHWAY 280 LIFT STATION FLOOD DAMAGE REHABILITATION
FOR THE WATER WORKS & SEWER BOARD OF THE CITY OF DADEVILLE
FEMA PROJECT NO.: 721766
GMC PROJECT NO.: CMGM230079

RE: ADDENDUM #1

PLEASE COMPLETE BELOW AND RETURN IMMEDIATELY.

Patsy Stinson
Email: patsy.stinson@gmcnetwork.com

I, the undersigned, hereby acknowledge receipt of this Addendum #1.

Authorized Representative of Contractor

Date

Company Name

Telephone

Fax

Contractor's License Number (if applicable)



ADDENDUM NUMBER 1

HIGHWAY 280 LIFT STATION FLOOD DAMAGE REHABILITATION
FOR THE WATER WORKS & SEWER BOARD OF THE CITY OF DADEVILLE
FEMA PROJECT NO.: 721766
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1. Revisions to Project Manual

- 1.1 The following revisions are hereby added as Addendum No. 1 to the referenced Project Manual and Plans and shall be considered when preparing bids.

2. Revisions to Project Manual

- 2.1 Section [01 03 00] – [Special Project Provisions – Addendum No. 1]

3. Contractor Questions

All questions and answers are included below in the following format:

- 3.1 **Question:** I saw the bypass setup this morning during my site visit. Will the contractor be responsible for taking over the bypassing until the pumps are installed and started up, or will the owner continue to handle it?
Answer: The Owner will continue to operate the Bypass pumping.
- 3.2 **Question:** Are there any specific pump manufacturers that are required for this job?
Answer: Flygt – Larry Willingham (205) 592-6302 / larry@jimhouse.com
- 3.3 **Question:** Can the existing pump stands in the bottom of the lift station be reused to hold the new pumps, or will new stands and pipe connections need to be included in our price?
Answer: New base elbows and pipe connections and related appurtenances will need to be included in the bid.
- 3.4 **Question:** The aluminum access platform is specified a Redd Team Model C7.1 in the drawings. We would like to have our miscellaneous metals suppliers price fabricating the platform and stairs to compare prices and lead times. Is this acceptable?
Answer: Yes.
- 3.5 **Question:** Are there any power company charges associated with moving the utility meter on the existing pole? Will the contractor be responsible for these charges?
Answer: No.
- 3.6 **Question:** The bid form shows an allowance of \$25,000.00 for owner contingency. However, spec section 01 03 00 – Paragraph 1.16 says that an allowance of \$10,000.00 is provided for in the bid form for construction staking, and 01 03 00 – 1.17 says an allowance of \$7,500.00 is provided on the bid form for materials testing. Are these allowance part of this project? If so, will they be included on the bid form?
Answer: The only allowance on the project is the Owner's Contingency Allowance of \$25,000.00. The other's mentioned in Specification 01 03 00 will be removed from the Specification and a new



Specification is attached as part of Addendum No. 1.

- 3.7 **Question:** On sheet #E-911 – Detail # 1, the line diagram shows the incoming service as single phase, while the pumps are shown as three-phase. Our electrician is asking to clarify the phase of the incoming service and the pumps. They say the pumps cannot be three-phase if the incoming service is single phase.

Answer: Keyed Note 1 on E-911, as well as specifications 26 044 44A and 26 29 23, indicate that the VFDs installed in the control panel are intended to convert a single-phase input to a three-phase output and that the VFDs should be upsized accordingly.

4. **Acknowledgement of Receipt**

4.1 Receipt of Addendum No. 1 shall be acknowledged in two ways:

4.1.1 Note on (EJCDC C-410) page 3 of Bid Form of the Project Manual – Bidder acknowledges receipt of “Addendum No. 1” and date of “March 12, 2024”.

AND

4.1.2 EMAIL the signed transmittal sheet to patsy.stinson@gmcnetwork.com to confirm the addendum has been received and is legible.

5. **Conclusion**

5.1 This is the end of Addendum Number 1, dated Tuesday, March 12, 2024.

SECTION 01 0300 – SPECIAL PROJECT PROVISIONS – ADDENDUM NO. 1

PART 1 - GENERAL

1.1 GENERAL:

- A. The Contractor shall obtain any licenses and pay the building fees as required by the City of Dadeville, Tallapoosa County Commission or governing agency.
- B. In the event that bids exceed the funds available, the Owner reserves the right to exercise all or any combination of deleting sections or parts thereof to bring the construction cost within the funds available.
- C. All work shall be done in accordance with Owner's (Dadeville Water Works & Sewer Board), & Tallapoosa County Rules and Regulations, the latest ADEM and EPA guidelines, and the latest ALDOT standard specifications and guidelines (when working within the ALDOT ROW). The amount bid for this Contract shall include all costs related to erosion control procedures, compliance with all current OSHA regulations, and building construction permits.
- D. The work covered by this contract consists of furnishing all materials, labor, equipment, tools, supplies and appurtenances necessary for the construction and testing of potable water main and a composite elevated water storage tank and related appurtenances as shown on the plans, and as directed by the Engineer and Owner. All equipment, materials and methods of construction shall be subject to the approval of the Engineer. The Contractor shall comply with OSHA regulations on confined space entry, as published CFR on April 14, 1993.
- E. All Special Provisions as detailed herein are intended to amend and/or clarify the other Specifications as noted.
- F. **All excavation shall be bid on an unclassified basis. No extra payment will be made for required hand excavation to minimize the destruction of landscaping and vegetation that must remain or be replaced. No extra payment for removal of rock and other hard material will be made, and all costs for this type of work must be included in the amounts bid in the Proposal. No extra payment will be made for muck excavation or the removal of any wet, unstable, or unsuitable soil. Should any unsuitable soil be encountered, the Contractor is responsible for procuring suitable material for pipe trench backfill in those areas and all costs for this work must be included in the amounts bid in the Proposal. The Contractor is required to inspect the area to his satisfaction prior to turning in a Bid Proposal.**

1.2 GENERAL CONTRACTOR REQUIREMENTS:

- A. All Bidders shall be prepared to submit a satisfactory qualification and experience record, as outlined in this specification, at the request of the Owner.
- B. The Contractor shall have an adequate number of experienced personnel and available equipment to place on the project to successfully perform the work within the completion period.

- C. The Bidder shall have successfully completed construction of at least five (5) comparable projects similar in scope and size. Comparable projects should also include projects similar in nature.
- D. Subcontractors shall have no less than 5 years verifiable experience in their trade and no less than 5-years verifiable experience in their business enterprise contracting for work under this project. The type of work subcontracted for this project shall be the principal business of the Subcontractor.
- E. Superintendents and foremen, or other individual in the lead or supervisory position for any portion of the Work under this Contract shall have no less than 7-years verifiable experience in performing the type of work they are responsible for.
 - 1. The Contractor shall submit resumes of work and project experience for their Superintendent and foremen, as soon as possible and at least within five calendar days of receipt of the Contract to be executed for the Work, for review and acceptance by the Owner and Engineer.
- F. The Owner anticipates and desires to award the project shortly after the bid opening. Therefore, it is imperative that the Bidder be prepared to submit all required qualification information to the Engineer soon after the bid opening. The Bidder may submit this information with their bid.
- G. Applicants may not be deemed qualified if:
 - 1. The Applicant fails to submit an adequate Qualification Statement, including failing to provide all required documentation, when requested by the Engineer;
 - 2. The Applicant fails to meet the Technical and Corporate Experience Requirements;
 - 3. Reasonable grounds exist that Applicant is involved in collusion among other applicants.
 - 4. The Applicant, or any of its principals, is currently disbarred from bidding on public entity work in any State.
- H. Final determination of Applicant's qualification status rests solely with the Owner.
- I. **QUALIFICATION STATEMENT:** Bidders shall be prepared to submit the following information with the bid in order for the Owner to evaluate the Bidders' qualifications during the evaluation of the bids:
 - 1. Firm name, address, number, contact.
 - 2. Legal form of business (Corp, etc.) and date started.
 - 3. Name of parent company, sister company, etc.
 - 4. List name and residence (City and State) of all officers, owners, partners and principals. Identify relationship of each to the firm and if active in the firm.
 - 5. Current State of Alabama Contractor's License – License Number, Bid Limit, Classification.
 - 6. Provide a statement that Applicant has not defaulted on a project nor failed to complete a project within the past ten years. If this is not the case, explain and provide project contact information.
 - 7. Provide a statement that Applicant has not filed for bankruptcy or been judged bankrupt at any time over the past nine years. If this is not the case, explain. Provide a document signed and notarized by a Company officer.

8. Provide a statement that Applicant has not been involved in liquidated damages in the past five years. If this is not the case, explain and provide contact information.
9. Provide a list of all projects under contract over the last five years, with a construction contract amount in excess of \$200,000.
10. Provide a statement that the Applicant has never abandoned a project, even temporarily, during a dispute. If this is not the case, please explain and provide contact information.
11. Provide a statement whether Applicant has or has not been involved in litigation as a plaintiff against an Owner, Design Firm or Construction Contract Administration Firm, or served the Owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding routine change order requests, in the past five years. If Applicant has, explain and provide contact information. List any lawsuits or administrative actions to which the Applicant is currently a party or has been a party (either as a plaintiff or defendant) during the past ten years. For each suit, list all parties and indicate whether any party was a bonding company, insurance company, an Owner or other. Identify the project giving rise to the suit or administrative action, explain the basis of the claim, and whether a settlement was reached or a judgment entered into for or against the Applicant or the Applicant's bonding company or insurance company.
12. Provide a statement that the Applicant, as well as all of its affiliated companies, is not involved in any dispute, formal claim, or litigation with the Owner, nor any authority or organization with which the Owner has a vested interest. If this is not the case, please explain.
13. List all other projects currently under contract in the United States, the current contract amounts and scheduled completion dates.
14. State percentage of contract amount that bidder will perform with its own forces.
15. List possible subcontractors that may be utilized on the project and the work each subcontractor will perform.
16. In reference to the Similar Projects in Paragraph 1.2.D, provide the following complete description of each project, with Owner, Engineer and Contractor's project manager/superintendent information; the date completed; bid amount and final contract amount, with change order amounts and explanation; contract completion period versus actual completion time and explanation; any claims, disputes or litigation by or against the Contractor.
17. List all lift station / electrical improvement projects completed within the past two years with a brief project description and Owner contact information.
18. List all current lift station / electrical improvement projects and the Owner contact information for each.
19. Provide a list of project staff including superintendents or foreman and provide a statement of the number of complete crews assigned to the Project.
20. Provide the following information regarding completion of past work:
 - a. Within the last five years, has your firm failed to complete any work awarded to it? (If Yes, attach a written explanation.)

- b. Within the last five years, has applicant been involved in liquidated damages or has a claim prepared by an attorney or claims consultants, excluding routine change orders? (If Yes, attach a written explanation.)
- c. Within the last five years, has applicant been involved in litigation against Owner or Engineering firms? (If Yes, attach a written explanation.)
- d. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers or Owners? (If Yes, attach a written explanation.)

1.3 TIME FOR COMPLETION OF WORK:

- A. The Contractor may proceed to award the sub-contracts, assemble materials, etc., at any time after award of Contract and Notice to Proceed with Work is given. For purposes of liquidated damages, the Contractor's official time for construction to start on work shall be the date of Notice to Proceed with Work, and completion of same shall be within the number of consecutive calendar days indicated in the Contract Documents.
- B. Acceptance of the completed Work of this Contract will be at a single date after all work is completed, and not in Phases.
- C. Nothing in the Contract Documents shall permit or be construed to permit payment to the Contractor for any extended overhead or profit due to completion of the project extending beyond the Contractual completion date. In no event shall the Owner or Engineer be liable to the Contractor for damage due to any delay to any portion of the work of this Contract.
- D. Delays due to inclement weather will not be considered on this project with the exception of a tropical event.

1.4 CONTRACTOR'S USE AND LIMITATIONS OF THE SITE:

- A. The Contractor shall limit the number of vehicles on the job site by shuttling work crews. No excessive construction equipment will be allowed.
- B. The Contractor shall take the necessary precautions to ensure that no part of the existing public works (streets, storm drains and other utilities) is damaged as a result of his operations. Any damage that does occur shall be promptly repaired by the Contractor at his expense. The Owner urges the Contractor to use rubber tired equipment when operation on paved roadways in order to prevent damage to the asphalt. The Contractor may use a layer of heavy neoprene to protect the roadway.
- C. In the event that a hurricane or tropical storm approaches the area, the Contractor shall secure all equipment, move all materials and prepare the construction site accordingly.
- D. The Contractor shall return all areas to pre-construction condition upon completion of work, at a minimum.

1.5 CONSTRUCTION SCHEDULE AND INSTALLATION PLAN:

- A. In addition to the construction schedule requirements stated in General and Supplemental General Conditions, the Contractor shall prepare a detailed installation plan for the work for approval by the Engineer and shall submit the plan to the Engineer for review prior to the preconstruction conference.
- B. The Contractor's Installation Plan must consider the following criteria:

1. Subsurface geotechnical conditions
 2. Connection to existing utilities.
 3. Environmental impacts of construction activities.
 4. Existing utilities and infrastructure and business operations.
- C. Upon award of the project, the Contractor shall work with the Owner and Engineer to have the contracts executed immediately.

ACCEPTABLE INCLEMENT WEATHER DAYS:

- A. Delays due to rain will be considered, only if the number of rain days is in excess of the average of days with precipitation of 0.01 inch or more for a city within a 100 mile radius of the project’s location. This information can be found at www.climate-zone.com.
- B. If the radius overlaps with a nearby city, then the city with the shortest radius from the project location shall be used.
- C. If the project location does not fall within a 100 mile radius, the following schedule shall be used as the default.

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
11	9	10	8	8	9	12	9	8	6	8	10

- D. If admissible rain delay days occur, inclement weather delays may also be applicable. Inclement weather may include, in addition to rain delay days, “dry-out” days at a rate no greater than 1 make-up day for each day or consecutive days of precipitation that total 1.0 inch or more.
- E. On-site records of daily rain and/or temperature readings shall kept by the Contractor and may be accepted to verify weather and/or temperature variations which prevent earthwork, foundation and slabs, and/or roofing materials installation. The Owner’s field representative will also be required to maintain on-site records of daily rain and/or temperature.
- F. Cold Weather concreting shall be per ACI 306. The contractor shall have a calibrated thermometer on site which is logged by the inspector and contractor prior to any concrete pours during cold weather.
- G. Notice of inclement weather delay days must be submitted by the Contractor to the Owner’s field representative for review on the first day of every month.

1.6 MOBILIZATION, GENERAL CONDITIONS, FEES, PERMITS:

- A. Included in the Proposal is a pay item to cover all cost related to mobilizing, obtaining permits, license, bonds and insurance for this project. The Contractor shall include in the amount bid for this item all costs related to providing bonds, insurance, and other security, permits and permitting costs as required under this contract. The bidder shall limit this pay item to no more than three percent (3%) of the total base bid. Any additional cost related to this item shall be included in the other various bid items.
- B. The Contractor is required to obtain all city / county licenses, building permits, and fees from the appropriate regulatory bodies. The Contractor is responsible for all fees associated with hauling off and proper disposal of all debris and construction spoils.

1.7 PROTECTION OF WORK, PROPERTY AND PERSONS:

- A. The Contractor shall thoroughly document the existing condition of all structures, landscaping and improvements in all areas where the construction work may result in actual damage or in damage claims. All costs associated with photographs, videotapes and other similar documentation shall be included in the bid prices. The method of providing this documentation of existing conditions shall be acceptable to the Engineer, and a complete set of the documentation shall be available to the Owner and the Engineer to help settle any disputes which may arise concerning what work is required to return property to its original condition or concerning property damage.

1.8 TRAFFIC CONTROL:

- A. It shall be the responsibility of the Contractor for all traffic control along any portion of the project. Where required, all necessary flagmen, traffic cones and drums, and traffic control plans shall be in place on both City roads and State Highways to meet the governing department's specifications.
- B. The Traffic Control Plan shall be in conformance with the Latest Edition of the Manual on Uniform Traffic Control Devices. In the event that actual physical conditions warrant additional traffic control devices, they shall be installed in conformance with the M.U.T.C.D. as directed by the Alabama Department of Transportation District Engineer. If applicable, the Contractor shall adhere to all conditions of the ALDOT Utility Permit issued for the project and shall have a copy on site at all times.

1.9 SUBSURFACE GEOTECHNICAL INVESTIGATION:

- A. A subsurface geotechnical investigation has NOT been performed. The Contractor is responsible for verifying subsurface conditions in areas of the project as required to complete the proposed improvements. Any additional subsurface investigation required by the Contractor shall be included in the various bid prices.

1.10 OBSTRUCTIONS AND EXISTING UTILITIES:

- A. The Contractor is cautioned that several underground utilities exist within the existing Right-of-Way along the project site. These utilities may include gas, water, sewer and telephone. Some utilities may not be shown on the plans. The Contractor shall be responsible for locating and protecting all existing utilities, whether shown on the plans or not.
- B. All existing utilities and structures shown on the plans are for reference only. The Contractor is responsible for verifying all locations prior to beginning work.
- C. All costs associated with locating existing utilities and working around them shall be included in the total price bid. The Contractor shall conduct a thorough and complete investigation to determine the exact location of all existing utilities before beginning work. It is imperative that the Contractor determine the horizontal and vertical location of utilities in advance in order for adjustments to be made to the existing utilities. If at any time the existing utilities come in conflict with the proposed work (i.e. proposed line intersects an existing utility), all work in that area shall stop and the Contractor and/or his agent shall notify the Engineer immediately. Neither the Contractor nor his agents shall take it upon themselves to adjust or relocate existing utilities.
- D. The Contractor is to use extreme care in protection of all utilities and drainage structures throughout the work process.
- E. It shall be the Contractor's responsibility to contact utility companies 48 hours before starting construction so maintenance personnel can locate and protect facilities, if required by the utility

company.

- F. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily stayed in position while work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.

1.11 OWNER'S INFRASTRUCTURE AND CONNECTIONS TO EXISTING SYSTEM:

- A. The Contractor shall closely coordinate all work with the Owner and the Contractor shall, under no circumstances, stop operation of any existing utility without giving notice to the Owner.
- B. The Contractor shall closely coordinate with the Owner their schedule for disrupting service to existing customers.

1.12 OPEN CUTTING ASPHALT, STREETS, DRIVEWAYS:

- A. Should any driveways or streets need to be open cut, the trench shall be properly backfilled and tamped as specified elsewhere. A temporary asphalt patch, if needed, may be required if the permanent asphalt patch is not placed within a few weeks. As a minimum the Contractor will temporarily backfill with material that will provide a solid surface for vehicular traffic. Loose sand will not suffice. The pavement patch installation and build-up shall be as specified in the asphalt patch detail in the Drawings.
- B. Steel plates may also be utilized as a temporary measure to cover the patch.

1.13 EROSION CONTROL MEASURES:

- A. The Contractor shall include in the lump sum bid price, "Erosion Control Measures", silt fences and removal, erosion eels, wattles, rip rap spillways, etc. in locations shown on the plans as well as areas deemed necessary in the field in order to control storm water run-off.
- B. The Contractor shall be responsible for compliance with all Federal and State regulations and statutes as relating to storm water permitting, erosion control and compliance with a BMP plan.

1.14 WARRANTIES:

- A. The equipment shall be warranted to be free from defects in workmanship, design and materials. If any part of the equipment should fail during the warranty period, it shall be replaced in the machine(s) and the unit(s) restored to service at no expense to the Owner.
- B. The manufacturer's warranty period shall run concurrently with the Contractors warranty or guarantee period. No exception to this provision shall be allowed. The Contractor shall be responsible for obtaining equipment warranties from each of the respective suppliers or manufacturers for all the equipment specified.

1.15 OWNER'S CONTINGENCY ALLOWANCE:

- A. A lump sum cash allowance is given in the Bid Proposal to cover additions and/or changes in the work that may arise during construction. Items included under this allowance shall first be approved by the Owner and Engineer prior to completing the work. Any funds remaining in this allowance will be credited to the Owner with a final summary change order during project closeout.

1.16 PLANS & SPECIFICATIONS:

- A. The Contractor will be furnished with three (3) complete sets of Drawings and Project Manuals. Any additional sets required can be purchased for the payment fee as stipulated in the Advertisement for Bids.

1.17 CONCLUSION:

- A. The preceding specifications, together with the plans are intended to provide the Owner with a complete and workable system for the amounts bid in the Proposal. These prices shall therefore include all minor items which are not specified in detail but which would normally be provided.
- B. The foregoing clause is intended to cover minor items. Any bidder or manufacturer of equipment who should discover a major omission in the plans and specifications is requested to so notify the Engineer before bids are received in order that a suitable addendum may be issued.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION 01 0300

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