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TRANSMITTAL COVER SHEET

DATE: November 29, 2023
PAGE: 1 of 10 (INCLUDING THIS PAGE)
TO: ALL CONTRACTORS
FROM: DENISE KING
PROJECT: USDA BIOSOLIDS REMOVAL
FOR THE CITY OF ROBERTSDALE
GMC PROJECT NO. CMOB210098(2)
RE: ADDENDUM #1

PLEASE COMPLETE BELOW AND RETURN IMMEDIATELY.

Ashley Morris
Email: Ashley.Morris@gmcnetwork.com

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

Authorized Representative of Contractor

Date

Company Name

Telephone

Fax

Contractor's License Number (if applicable)



ADDENDUM NUMBER 1

USDA BIOSOLIDS REMOVAL

FOR

THE CITY OF ROBERTSDALE

GMC PROJECT NO. CMOB210098(2)

1. General

- 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. Questions

- 2.1 **Question: Please consider adding a separate line item on the bid form for vegetation removal and advise where it is to be disposed of.**
Answer: A lump sum line item has been added to the bid form for vegetation removal in the lagoon. The revised bid form is included as an attachment to this addendum. The removed vegetation can be stockpiled onsite.
- 2.2 **Question: Will the City consider a 2 week extension on the bid?**
Answer: The bid date will remain as scheduled.
- 2.3 **Question: Would the City consider land application of the biosolids if it has been tested and passed the 503 requirements?**
Answer: The removed sludge shall be taken to a landfill as indicated in the contract documents.
- 2.4 **Question: Can the filtrate go back into the lagoon after dewatering?**
Answer: Yes
- 2.5 **Question: What are normal site working hours?**
Answer: Plant operations staff typically work from 7 am – 4 pm. Allowable working hours shall be determined in the pre-construction meeting.
- 2.6 **Question: Has the sludge been tested to see if it passes 503 land application requirements?**
Answer: Sludge testing data is included in Appendix C of the project manual.
- 2.7 **Question: What is the preferred start date for this project?**
Answer: There is no preferred start date. The project just shall be done in the allotted contract time after issuance of the notice to proceed.
- 2.8 **Question: Have the materials specified for removal from the Lagoon and the components of the Lagoon been tested at any time over the previous 10 years for PFAS / PFOA or other harmful chemical Components? If so, would the City be willing to share the results of these test results?**
Answer: The sludge in the lagoons have not been tested for PFAS compounds. All testing data available is included in Appendix C in the project manual.



- 2.9 **Question: Does the City have any plans to test the materials specified in the agreement to be removed for PFAS /PFOA or other harmful chemicals during the duration of the contractual agreement term?**
Answer: Any testing that is required during the contractual agreement term shall be done by the contractor.
- 2.10 **Question: Will the City agree in advance to issue NTP within 60 days of Notice of award to the selected contractor or to allow the selected Contractor to modify the bid price, should the City not provide notice to proceed (NTP) within 60 days of the notification of award of the contract with any price adjustment to be commensurate with actual adjustment in market conditions, to include CPI adjustment and DOT specified Fuel Adjustment Surcharge reflective of the Regional Fuel Price adjustment as defined by DOT?**
Answer: The Notice to Proceed will be issued within 60 days of the Notice of Award.
- 2.11 **Question: Will the City allow for proposals to include price modifications during the term of the agreement for Fuel adjustment surcharges (Quarterly, and based on DOT Fuel Adjustment for geographic area of the contract performance)**
Answer: No
- 2.12 **Question: Will the City agree to add the following language to Section 7.18 C?**
7.18 C "Claims by Provider's Employees. As to any claim made against the Contractor, City waives any insulation from liability or immunity from suit with respect to injuries to City's employees that may be extended to City as a result of any payments made by City to such employees or under any applicable worker's compensation statute or similar law or judicial decision. City hereby indemnifies and holds harmless Contractor from and against any claims made by any of City's employees, contractors or representatives working in the course and scope of their employment by City unless such claim was the sole and proximate result of the gross negligence or willful misconduct of Contractor. Contractor will be held harmless from any worker's compensation liens incurred from City's insurance carrier, third party administrator or self-administered, self-insured claims programs.
Answer: No
- 2.13 **Question: Will the City agree to add the following Language as Section 18.04 B (Mutual Waiver of Consequential and Punitive Damages)?**
18.04 B - Mutual Waiver of Consequential and Punitive Damages - Neither party shall be liable for consequential or punitive damages on any claims arising out of the performance or non-performance of obligations under the Contract."
Answer: No
- 2.14 **Question: Page 265 of the bid specifications call for a one year warranty bond upon completion. With the project only involving sludge/vegetation removal, what are we bonding?**
Answer: A warranty bond is not required.
- 2.15 **Question: It mentions in the specs that we must comply with the Davis-Bacon Act but doesn't mention where funding is coming from or provide a wage determination as is required by law. Please clarify if this is a Davis-Bacon prevailing wage project. If it is, please provide the wage determination(s) to be used as required by the Davis-Bacon Act.**
Answer: This is not a Davis-Bacon prevailing wage rate project.



3. Acknowledgement of Receipt

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

3.1.1 Note on (EJCDC C-410) page 3 of Bid Form of the Project Manual – Bidder acknowledges receipt of “Addendum No. 1” and date of “November 29, 2023”.

AND

3.1.2 EMAIL GMC office immediately at ashley.morris@gmcnetwork.com with the signed transmittal which confirms the addendum has been received and is legible.

4. Conclusion

4.1 This is the end of Addendum No. 1, dated Wednesday, November 29, 2023.

BID FORM FOR CONSTRUCTION CONTRACT – ADDENDUM NO. 1

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Robertsdale
Attn: Honorable Charles Murphy, Mayor
P.O. Box 429
22647 Racine Street,
Robertsdale, AL 36567

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; **and**
- ~~G. [List other documents and edit above as pertinent].~~
- G. **If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);**
- H. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);**
- I. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.**
- J. **Accounting of Sales Tax Attachment to Proposal Form.**

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:
- B. Bidder acknowledges that:
 - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and
 - 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

<u>ITEM</u>	<u>QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	1	LS	Mobilization/Demobilization & General Conditions (NTE 7% of Total Bid)	\$ <u>LS</u>	\$ _____
2	1	LS	Vegetation Removal	\$ <u>LS</u>	\$ _____
3	1600	DRY TON	Removal and Landfill Disposal of Biosolids from Sludge Lagoon	\$ _____	\$ _____
TOTAL BID					\$ <u>_____</u>

Deleted

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 ~~Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

Deleted

- 4.03 ~~Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in~~

~~accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

Deleted

4.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:]

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all American Iron and Steel requirements.**
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

EJCDC® C-410, Bid Form for Construction Contract.

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- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

SIGNATURE PAGE TO FOLLOW

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____