HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

GOOSE CREEK SEWER PUMP STATION
Project No. 65-07-SM01
July 28, 2014

Addendum #1

Attachment "A" is amended as follows:
Replace bid quantities with "replacement", **Attachment "A1".** Please use the revised attachment to submit bid pricing; **all bids must be submitted using Attachment "A1".** Bid must be submitted on Attachment "A1" (Quantities) provided and downloaded from the City of Huntsville's website; two copies of the bid must be submitted. Failure to do so shall be cause for rejection of bid.

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

CLARIFICATIONS:

1. **The design duty point for each of the (2) Submersible wastewater pumps is 1400 gpm @ 65 FT TDH.**

2. **Approved Pump Manufactures are as follow: Wilo, Flygt, & ABS. All three manufacturers have submitted an approved pump curve to WPC and therefore shall be considered an "Approved Equal".**

3. **Pump supplier shall also furnish Stainless Steel Dual Guide Rail Assembly.**

4. **Contractor is responsible for the installation of the 16" Gravity Sewer Connection from MH# 1 to MH# 2 as shown on Sheet C-1 of the Plan Set.**

5. **No electrical conduit shall be installed in the wet well. All electrical conduit for MCC's, Control Panel, Pumps, etc. shall be cast-in-place into the concrete slab.**

6. **Contractor is responsible for the installation of the SCADA Instrumentation and Controls as specified in the plans. It is also the contractor's responsibility to insure that all necessary hardware communication is active prior to testing and final acceptance.**

7. **WPC will be responsible for programming the PLC's once the Pump Station has been completed. Contractor is responsible for coordinating with WPC to insure that all communication is working properly.**

8. **The SCADA antenna height shall be 30 FT. This was confirmed by a path study performed by Sharp Communication on January, 2014.**

9. **Wet well Level Pressure Transducer shall be a Mercoid Model PBLT2-15-60 PU.**

All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received. The attached pre-bid meeting minutes, all addenda, and attachments for the above-referenced project will become part of the contract documents. All addenda must be acknowledged either on the outside of the bid envelope or on the second page of your bid proposal known as Attachment "B".

Attachments: Pre-Bid Minutes
Revised Attachment "A1"

END OF ADDENDUM #1

MANDATORY PRE-BID MEETING

PROJECT NAME: Goose Creek Sewer Pump Station

PROJECT #: 65-07-SM01

DATE: July 22, 2014

PROJECT ENGINEER: Chris McNeese

The following people were in attendance at the Pre-Bid Meeting:

John Warren	Hydra Service, Inc.
Trey Doyle	Hydra Service, Inc.
Justin Shelton	OMI, Inc.
Glenn Kring	Haren Construction
Dana Reid	Jim House
Mark Johnson	Mark Johnson Construction
Jimmy Parton	Garver
Bryant Mastin	Mastin's Electric
Rob Coleman	Morrow Water Tech
Maggie Christopher	Christopher Professional Enterprises
Larry Keller	RTD Construction
Brad Jones	BH Craig Construction
Mary Hollingsworth	COH-Engineering
Penny Kelly	COH-Engineering
Chris McNeese	COH-Engineering
Matt Reynolds	COH-Water Pollution Control
Taylor Baker	COH-Water Pollution Control
Randall Stewart	COH-Water Pollution Control

1. Introduction of all persons present, their roles, chain of command, importance of submittals to Project Engineer.

   Chris McNeese-Project Engineer
   Matt Reynolds & Taylor Baker with Water Pollution Control
   Mary Hollingsworth & Penny Kelly will be handling the contracts.
   Representative from OMI, the geotech firm, was present.
   Jimmy Parton, with Garver Engineers, will be doing the day-to-day inspections.

2. Project Engineer gave a brief description of work.

   Goose Creek Pump Station to be constructed to expand sewer services along Highway 431-South to include all other required appurtenances per the City of Huntsville Sanitary Sewer Design Manual.

3. Progress Schedule of Operations was discussed, as well as erosion control plan, disposal of debris from clearing and grubbing, plan for control of concrete temperature during hot/cold weather, etc. If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).

4. Discussed all Permits.
   No Corps permit required on this project, but there will be an ADEM permit that will be the responsibility of the Contractor.

5. Utility Project Notification – Utility company representatives were given a description of their utility conflicts. Any problems the utility representative anticipates should be explained so that Project Engineer and Contractor can plan to include in the project. Each utility representative should provide Contractor with a name and phone number to contact for conflict assistance.
   Contractor is responsible for locating all utilities.

6. Discussed Submittal of Shop Drawings, working drawings, material submittals, job-mix formulas in accordance with the time limits in the contract.
   Would like for shop drawings to be submitted-two (2) hard copies and one (1) electronic copy; these will be submitted to WPC to the attention of Taylor Baker.

7. Any right-of-way issues were discussed. Detail whether all property has been acquired to complete project and if not, when expected.
   No right-of-way issues.

8. Any other projects that may conflict should have their project engineer, contractor and representatives in attendance to discuss.
   There should be no adjacent work going on in the vicinity other than WPC may have some forcemain around the same time that we're doing the construction. That will be in-field coordination as far as connecting up, or being at the same spot whenever the forcemain is being put on the outside of the pump station versus connecting up from our side.

9. Contractor is required to submit pricing on (Attachment "A"). Bid must be submitted on Attachment "A" (Quantities) provided and downloaded from the City of Huntsville's website included as a part of the project specifications. Failure to do so shall be cause for rejection of bid.

Question was asked if quantities were located in a different location as far as the bidding documents as none could be found posted to the website. Chris answered that this is a lump sum project. It was further clarified that quantities are Attachment "A" which are located in the Specifications for the project.

Question was also asked if Contractor's would be required to submit a disk. The answer is no, no disk is required. Contractors were instructed to fill out Attachment "A".

10. PAYMENT

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five per cent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on a disk. The hard copy will be printed from the disk. The OWNER will provide the disk to the contractor. Two originals and two copies of the invoices are required before payment will be made. The disk should be submitted each month, along with the originals and copies, to Odessa Sales in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

10. Project Engineer discussed plans, specs and special provisions.
There are some additional details to point out regarding the plans and specifications. Matt Reynolds was asked to comment on those additional issues. Matt said there are a few things that have changed and they really want to make clear is that they did have to change the alignment on the incoming gravity sewer. It is coming in from a different direction. The manhole location inside the fence should be the same; the elevation has changed. Chris said it is 4' higher. Chris said that will need to be field verified. There is a 4' elevation difference in the gravity coming in to the building.
The only other thing as far as coordination through WPC-the Contractors will note that the forcemain is not in the contract; it is to be installed by others. Contractor will stop at the valve at the edge of the property line and WPC will pick up from there. There may be a little coordination on testing. WPC hopes to be finished with the forcemain before Contractor is finished with the pump station. Matt said hopefully that won't be an issue and the forcemain should be in place where the Contractor can do testing.
There were several pump manufacturers present; Matt said he's sure there would be comments about pump selection. Matt said there are actually two (2) points laid out in the Specs; those are not necessarily the design duty points, those are alternative points for the selection of the curve. Contractors were instructed to

look at that and submit questions if there were any and they would be addressed in the addendum.
Contractors were instructed to follow the Specs and submit as an approved equal prior to award. That way WPC can go ahead and do the research and can have something back to the Contractor.

Question was asked if Contractor would be able to use the fire hydrant. Matt said we should be fine to be able to use that fire hydrant. He said he's trying to make sure it is Huntsville Utilities' Water so the Contractor should be able to use that fire hydrant.

Question was asked if there is an Electrical Aid-to-Construction line item. Chris and Matt said that this item would be added.

Question was asked if a building permit and inspections would be required. Matt answered yes, and said electrical and plumbing inspections would be required.

Question was asked if the building permit cost is based on the total contract value. Matt answered that it is.

Question was asked about the statement regarding award to non-resident Contractors. It was stated that Alabama Statutes say that it may be considered; our advertisement stated that preference will be given to resident Contractors. Contractor asked if we could clarify that statement.
Chris and Matt both stated that typically the Contractor has to be 5% better than the other bidders. Alabama law states that we will do the same as the resident state; this law can be found at Code of Alabama, Section 39-3-5. Contractor was asked to submit his question and we would address it in the addendum; that way they would know prior to bid.

Question was asked if it would be possible for WPC to nail down the duty points before submitting bids.
Matt said he'd make a note of that and we'd address any issues or clarifications in the addendum.

a. A review of the plans was made with emphasis placed on unusual construction features and special drawings.

b. Each pay item of the contract was read out and any questions concerning the method of measurement or payment discussed.

c. When a contractor is new to COH contracts, the standard specifications was discussed with emphasis on time charges, extra work, materials, etc.

d. State of Alabama classification required shall be stated: **Municipal and Utility (MU) or Municipal and Utility Specialty Construction MU-(S).**

e. There are Two Hundred and Seventy **(270)** Calendar days to complete project. **Council: 8/14; Anticipated NTP: no later than 8/29.**

f. Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

18. **LIQUIDATED DAMAGES**

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12). Attachment "F" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:

Original Contract Amount	Liquidated Damages Daily Charge

More Than	To and Including	Calendar Day or Fixed Date	Work Day
$ 0	$ 100,000	$ 200	$ 400
$ 100,000	$ 500,000	$ 550	$ 1,100
$ 500,000	$ 1,000,000	$ 900	$ 1,800
$ 1,000,000	$ 2,000,000	$ 1,350	$ 2,700
$ 2,000,000	.....	$ 1,550	$ 3,100

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

12. Sequence of Construction and Traffic Control with the contractor made aware of his/her responsibility to handle traffic safely through the work zone. The method of payment for traffic control shall be discussed and clearly understood.

Contractor is responsible for all traffic control.

13. For any trench cuts within existing roadways, Contractor is required to patch area with asphalt mix within the same day, unless otherwise specified by the Engineer. (Dense graded Base is no longer an acceptable means of traffic control within existing roadway cuts.)

Plans indicate an open cut across Old Highway 431. Matt said that is the forcemain that is not in the contract. Contractor stated that he thought there was a tie-in on the other side of the road. Matt said the only open cut on Old 431 is the forcemain leaving the pump station.

Contractor asked if the 12" valve that they are to leave for the tie-in on the pump station side of the road. Matt said that it was.

Matt clarified that on the plans it shows that the Contractor will not have to open cut the road for the forcemain; that is not in the contract. He said he does see that there is a proposed 16" ductile iron gravity that is going to cross the road, so the Contractor is correct. Matt said he'd clarify that in the addendum if needed. The Contractor will have a 16" gravity line that will go across the road and the Contractor will have to open cut. Contractor stated that it looks like with the delta of that line, the only way to do the work is to close the road. Matt agreed that is acceptable and said that we could coordinate that. Matt said that is a county road, and the Contractor would be responsible for all traffic control and we can coordinate doing a press release to close the road.

14. Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Attachment "C" – "Subcontractor's Listing" in the Supplement to General

Requirements for Construction of Public Improvements, City of Huntsville, Alabama has been revised and bidders are advised to pay special attention to the text and instructions listed on the attachment. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

15. Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.
During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

- Bidders' attention is directed to the following item (#53) in the "Supplement to General Requirements for Construction of Public Improvements" document as posted on the COH website for this project:

53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "H". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

16. Deletion of statement from Attachment "B" – Para. 2. The following statement is deleted from referenced paragraph:

Also when lump sum bids are called for, the Apparent Low Bidder will be required to submit, within two (2) business days after bid opening, a detailed "balanced" breakdown of Bid Items #1-4 indicating quantities and unit prices. Such unit prices will be the basis for additive and deductive change orders.

17. Asked if there are any further questions.

Q: Will Contractor have to have the line tv'd?
A: Yes. It will need to be pressure tested and tv'd.

Q: Vacuum test the manholes?
A: Yes.

Q: Asked if the notes and sign-in sheet would be posted on the website.
A: Yes. The notes will be incorporated into Addendum No. 1 and the sign-in sheet will be posted immediately after this meeting concludes.

Matt stated that the physical address for the project is 1895 Old Highway 431 SE, Owens Cross Roads, Alabama 35763. He said this information would be included in the Addendum as well.

Q: Contractor asked Chris to go over how we handle liquidated damages.

A: Chris referred the Contractors to the chart located on Section 80.11 that has the contract amount, and it has a per calendar day and work day amount that lists the amounts of liquidated damages.

Q: Contractor asked if the liquidated damages come out without any discussion.

A: Chris said he that the discussions would already be happening prior to expiration date. He confirmed that the day after contract completion date, liquidated damages starts coming out on the pay disk that is submitted.

Q: Contractor asked if the City would publish the budget for this project.

A: Chris said that we do not give that information out prior to bid opening.

18. All questions will be answered and all clarifications made by addendum. **All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received. A response is MANDATORY regardless of your intent to bid the project.** Last day for questions concerning this project before the bid will be **July 24, 2014 until 5:00 p.m.** via fax (256) 427-5325 or email to: penny.kelly@huntsvilleal.gov. Response to contractor questions will be **July 28, 2014 until 5:00 p.m.** **Bids open: July 31, 2014 at 10:00 a.m.** in the **1st Floor Conference Room**, 320 Fountain Circle, Huntsville, AL. The pre-bid notes and all addenda shall become a part of the contract documents.

REVISED

Attachment "A1" 7/28/2014

GOOSE CREEK SEWER PUMP STATION
PROJECT NO. 65-07-SM01

BASE BID

ITEM	DESCRIPTION	QTY	UNIT	BID AMOUNT
1	PUMP STATION COMPLETE IN PLACE (INCLUDES: WET WELL, PUMPS, VALVE VAULT, DISCHARGE PIPING (INCLUDING WYES) & VALVES, ELECTRICAL BUILDING & CONTROLS, EMERGENCY GENERATOR, HVAC EQUIPMENT, DRIVEWAY, 2-IN AIR RELEASE VALVE & VAULT, FLOW METER & FLOW METER VAULT, FENCE AND GATE, SITE GRADING, START UP TESTING ETC).	1	LS	
2	DIGITAL AS-BUILT DRAWINGS	1	LS	
3	MOBILIZATION (NOT TO EXCEED 5% OF THE TOTAL BASE BID PRICE)	1	LS	
4	DEMOBILIZATION	1	LS	
5	ELECTRICAL AID-TO-CONSTRUCTION	1	LS	$30,000.00
	TOTAL BASE BID LUMP SUM PRICE OF			$30,000.00

ALL ITEMS SHALL BE CONSIDERED IN PLACE. LUMP SUM PRICE SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND REMOVAL REQUIRED FOR CONSTRUCTION.

COMPANY_____
SIGNATURE_____
DATE_____