

PROJECT NO. 1874

DATE: 11/9/18

**ADDENDUM NO. 2
EAST LAKE ADECA GRANT PROJECT**

BIDS RECEIVED:

TIME: 1:00 PM

DATE: November 13, 2018

Room 215 City Hall

**ARCHITECTURAL DIVISION
DEPT. OF PLANNING, ENG. & PERMITS
EDWIN REVELL, DIRECTOR
ALAN TERRY OGLESBY, NCARB, CITY ARCHITECT**

THIS ADDENDUM IS DIRECTED TO ALL PRIME BIDDERS, AND ALL OTHERS TO WHOM DRAWINGS AND SPECIFICATIONS HAVE BEEN ISSUED.

THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS. THE FOLLOWING CONDITIONS TAKE PRECEDENCE OVER ANY CONFLICTING CONDITIONS IN THE DRAWINGS AND SPECIFICATIONS. THE DRAWINGS AND SPECIFICATIONS ARE HEREBY AMENDED IN THE FOLLOWING PARTICULARS.

GENERAL

Clarifications

Parking Lot

1. Include in the Base Bid 200 CY of additional Cut and Fill for unsuitable soils beyond the amount designated in the drawings. The Contractor shall provide a unit rate based on the in place cut and fill which shall be quantified by area measurements of the additional cut and fill on site. If the quantity of Cut is less than 200 CY the value will be credited to the Owner at the same rate.
2. This instruction supersedes the unsuitable soils instructions in Addendum #1

ATTACHMENTS

1. Proposal Form – Revised to Include Unit Price

END OF ADDENDUM

TO: City of Birmingham
 Department of Planning, Engineering and Permits
 220 City Hall
 710 20th Street, North
 Birmingham, Alabama 35203

ATTN: CITY ARCHITECT

1. The undersigned contractor (herein "Contractor") having carefully examined the Contract Documents, the site of the work, and the conditions affecting the work, hereby proposes and agrees, if this proposal is accepted, to enter into Contract, furnish bonds in the forms specified and to furnish supervision, labor, equipment and materials required for the **EAST LAKE PARK ADECA GRANT GROJECT**, for the **City of Birmingham** ("the City"), located at **801 4th Avenue N Birmingham AL 35206** ("the Project").

2. The Contractor agrees to perform the work in accordance with the Contract Documents as prepared for and distributed by the Department of Planning, Engineering and Permits of the City of Birmingham, Alabama, Alan Terry Oglesby, NCARB City Architect June 21, 2016 for the sum of _____ DOLLARS
 (\$ _____) (the "Contract Sum").

Unit Price for Additional Cut and Fill beyond what is shown in drawings. \$ _____/CY
 Contractor to include 200 CY of additional Cut in Fill in Base Bid.

3. The Contractor further agrees to submit to the City Architect within seven business days from the bid date a complete breakdown of all labor, equipment and material to be used in the Project, including those estimated by the subcontractors, showing at a minimum all labor cost and material cost at the divisional level and following the format of the Contractor's pay request. The requirement must be met before any funds will be released to the Contractor by the City.

4. **TIME FOR COMPLETION** of this project shall be **Ninety (90) calendar days** from the date of Notice to Proceed as may be adjusted per the Contract.

5. **LIQUIDATED DAMAGES** will be assessed in favor of the City for failure to achieve substantial completion within the allotted time. See Supplemental General Conditions, Section 9.11.2 for a schedule of Liquidated Damages.

6. In submitting this bid, Contractor understands that the City reserves the right to reject all bids and that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

7. Contractor further agrees that at the time the City delivers to the Contractor a Contract for execution, the undersigned Contractor will within fifteen (15) days after date of such delivery, execute and deliver to the City Architect the signed Contract, the required bonds and proof of insurance in accordance with the Contract Documents.

8. Contractor further agrees that if it fails to execute the Contract and present the required Contract bonds and proofs of insurance within fifteen (15) calendar days after being given written notice of award of this Contract, the City may retain from the Contractor's bid guaranty (if

it is a cashier's check) or from the surety (if the guaranty is a bid bond), the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder or the amount of the guaranty, whichever is lesser. If no other bids are received, the full amount of the guaranty may be retained or recovered as liquidated damages for such default. Any sums so retained or recovered shall be the property of the City.

9. In submitting this bid, the Contractor certifies that there has been no collusion with any person in respect to this bid or any other bid or the submitting of bids for the Contract for which this bid is submitted.

10. The Contractor hereby certifies that in employment of personnel it does not discriminate against any person or persons, on account of race, creed, color, sex, or national origin. The Bidder represents that it has read, understands, and will comply with Instructions to Bidders regarding the Birmingham Plan-Construction Industry Program.

11. The receipt of the following addenda is acknowledged:

ADDENDUM NO. 1 DATED

ADDENDUM NO. 2 DATED

ADDENDUM NO. 3 DATED

BY: _____

TITLE:

COMPANY:

ADDRESS:

MAILING ADDRESS:

TELEPHONE:

If Bidder Is a Corporation, State:

Name of officer Certified by Board of Directors to execute Contract Binding Bidder

State of Incorporation of Bidder:

If Bidder is a Partnership, State:

Full Name of All Partners

For any bid of \$50,000 or more, the bidder **MUST** attach a photocopy or other evidence of current General Contractor's License No., current bid limit and type(s) of work for which the Contractor is currently licensed.

DATE:

END OF SECTION