

PROJECT NO. 1861

DATE: AUGUST 29, 2019

**ADDENDUM NO. 2
PARKING DECK #3 CONCRETE PAINTING**

BIDS RECEIVED:

TIME: 2:30 P.M.

DATE: September 17, 2019

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.

ADDITIONS and CLARIFICATIONS

GENERAL

- 1) The Bid Date and Time shall be changed to **Tuesday, September 17, 2019 at 2:30 p.m.** in City Hall Conference Room 215.

SPECIFICATIONS

- 1) **Section 01010-Summary of Work:** As part of this project, Contractor shall provide an additive alternate price (Alternate #1) for pressure washing the remainder of the concrete façades on the alley, 20th Street, and 4th Avenue sides of the deck that are not part of the pressure washing required for the Base Bid portion of the work.
- 2) **Section 00200-Form of Proposal:** See revised Form of Proposal that includes Alternate #1. (Pages 2 and 3 of this Addendum)

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 **Parking Deck #3 Concrete Painting** for the **City of Birmingham** ("the City"), located at **401 20th Street, North Birmingham, AL 35203** ("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 7, 2019 for the **BASE BID** sum of _____ DOLLARS (\$ _____)

ALTERNATE #1—The contractor agrees to provide all labor and material as required to pressure wash all other concrete façade surfaces on the alley, 4th Avenue, and 20th Street sides of the deck that are not part of the work considered under the Base Bid, all for the sum of _____ DOLLARS (\$ _____)

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 **One Hundred Twenty (120) Calendar days** from date of the 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