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TRANSMITTAL COVER SHEET

DATE: October 27, 2021

PAGE: 1 of 14 (INCLUDING THIS PAGE)

TO: ALL CONTRACTORS

FROM: PATRICK R. STROM II, P.E.

PROJECT: NEW SEWER FORCE MAIN CANAL ROAD TO CR-12 #S1P23-OBSU
FOR THE CITY OF ORANGE BEACH, ALABAMA
GMC PROJECT NO. CMOB190340

RE: ADDENDUM #1

PLEASE COMPLETE BELOW AND RETURN IMMEDIATELY.

Ashley Morris
Email: Ashley.Morris@gmcnetwork.com
Fax: 251-460-4423

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

NEW SEWER FORCE MAIN CANAL ROAD TO CR-12 #S1P23-OBSU

FOR THE

CITY OF ORANGE BEACH, ALABAMA

GMC PROJECT NO. CMOB190340

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.
- 1.2 A **Revised EJCDC C-410 Bid Form** is attached and shall replace the Bid Form in the original bid set.
- 1.3 The Revised Bid Form includes the addition of Fusible C900® PVC force main as an alternate to HDPE for the horizontal directional bores. See Paragraph 5.1 below for more information. The Revised Bid Form also includes Alternate Bid Items to replace all 14-inch diameter pipe and items from the Base Bid with 16-inch diameter. The price provided for each Alternate item shall be the difference in price between the 16-inch and corresponding Base Bid 14-inch item (additive or deductive price).

2. General Information

- 2.1 The number of calendar days for this project has been updated to 270 days.
- 2.2 The estimate for this project is \$4.5M - \$4.8M.

3. Clarifications

- 3.1 The Owner is a tax-exempt entity. Bidders shall exclude all sales and use taxes in their proposal and coordinate with the City Clerk's office for the tax exempt documentation.
- 3.2 The various locations of Welded Steel Casing (Jack & Bore Installation) can be installed by horizontal directional drilling if the Contractor so chooses. If the Contractor chooses to directional bore these locations, an HDPE or Fusible C900® PVC carrier pipe of the corresponding diameter will be installed with no encasement. If the Contractor chooses to jack and bore these locations, the welded steel encasement and restrained joint carrier pipe shall be installed according to the plans.
- 3.3 Water for flushing, testing, boring, etc. shall be purchased from the Orange Beach Water Authority (OBWA) at the current rate. The Contractor is responsible for coordinating with OBWA.
- 3.4 The Owner does not have a location for disposal of drilling mud. The Contractor shall include all costs for securing a disposal location, hauling off, and disposing drilling mud in the various prices bid for the directional bores.
- 3.5 The Contractor is required to acquire a City of Foley Land Disturbance Permit and pay the associated fee. The fee amount is \$450 for the first five (5) acres of disturbed area, and \$75 for each additional five (5) acres.



4. Revisions to Project Manual

4.1 Section “Additional Terms Relating to Purchases with Federal Grant Awards” – add the following:

16. “Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or



(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

17. “Domestic Preference for Procurements



As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

5. Approved Alternate Materials

- 5.1 Fusible C900® PVC water main pipe is hereby considered an approved alternate material to the various sizes of HDPE force main pipe listed in the Bid Form. Bidders shall place a unit price next to the material they intend to bid on the Revised Bid Form, and leave the unit price blank for the material that is not chosen. The Fusible C900® PVC pipe shall be in the size and dimension ration as indicated on the Revised Bid Form. When using Fusible C900® PVC, all transitions to standard bell and spigot pipe will be made using size-on-size ductile iron mechanical joint sleeves or 11.25° vertical bends. Mechanical joint retainer glands shall be as specified in Section 33 3000. The transition fittings and MJ retainer glands will be paid for under the “Ductile Iron Fittings” bid item

6. Acknowledgement of Receipt

- 6.1 Receipt of Addendum No. 1 shall be acknowledged in two ways:
- 6.1.1 Note on (EJCDC C-410) page 1 of Bid Form of the Project Manual – Bidder acknowledges receipt of “Addendum No. 1” and date of “October 27, 2021”.
- AND**
- 6.1.2 EMAIL GMC immediately at ashley.morris@gmcnetwork.com and confirm that addendum has been received and is legible.

7. Conclusion

- 7.1 This is the end of Addendum Number 1, dated Wednesday, October 27, 2021.

REVISED BID FORM – ADDENDUM NO. 1

NEW SEWER FORCE MAIN CANAL ROAD TO CR-12

FOR

THE CITY OF ORANGE BEACH

ORANGE BEACH, ALABAMA

RESTORE PROJECT NO. S1P23-OBSU

GMC PROJECT NO. CMOB190340

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Orange Beach

4151 Orange Beach Blvd.

Orange Beach, AL 36561

Attn: Tony Kennon, Mayor

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 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) ~~reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.~~

- E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "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;
 - 3. "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; and

4. “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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID					
Item	Qty.	Unit	Description	Unit Price	Total Price
1	1	LS	Mobilization (Not to Exceed 3% of Total Bid)	LS	\$
2	15,000	LF	12" C900, DR21 PVC Force Main	\$	\$
3	40	LF	12" DI Force Main	\$	\$
4	300	LF	12" RJDI Force Main	\$	\$
5	16,000	LF	14" C900, DR21 PVC Force Main	\$	\$
6	400	LF	14" RJDI Force Main	\$	\$
7	2,500	LF	16" C900, DR21 PVC Force Main	\$	\$
8	40	LF	16" DI Force Main	\$	\$
9	80	LF	16" RJDI Force Main	\$	\$
10	1,500	LF	14" DR11 HDPE Force Main (Directional Drill Installation)	\$	\$
	1,500	LF	OR 12" Fusible C900, DR21 PVC Force Main (Dir. Drill Installation)	\$	\$
11	2,500	LF	16" DR11 HDPE Force Main (Directional Drill Installation)	\$	\$
	2,500	LF	OR 14" Fusible C900, DR21 PVC Force Main (Dir. Drill Installation)	\$	\$
12	2,850	LF	20" DR9 HDPE Force Main (Directional Drill Installation)	\$	\$
	2,850	LF	OR 16" Fusible C900, DR18 PVC Force Main (Dir. Drill Installation)	\$	\$
13	100	LF	20" Welded Steel Casing (Jack & Bore Installation)	\$	\$
14	260	LF	24" Welded Steel Casing (Jack & Bore Installation)	\$	\$
15	40	LF	12" Uncased Bore	\$	\$
16	20	LF	14" Uncased Bore	\$	\$
17	20	LF	16" Uncased Bore	\$	\$

18	1	EA	6" Gate Valve	\$	\$
19	4	EA	12" Gate Valve	\$	\$
20	2	EA	14" Gate Valve	\$	\$
21	1	EA	16" Gate Valve	\$	\$
22	9	EA	2" Combination ARV Assembly	\$	\$
23	16	TON	Ductile Iron Fittings	\$	\$
24	35	EA	12" Bell Restraint Harness	\$	\$
25	80	EA	14" Bell Restraint Harness	\$	\$
26	25	EA	16" Bell Restraint Harness	\$	\$
27	4	EA	Concrete Deadman Anchor	\$	\$
28	4	EA	Connect to Ex. 12" Force Main	\$	\$
29	1	EA	Connect to Ex. 20" Force Main	\$	\$
30	1	EA	Sewer Service Stubout	\$	\$
31	8	EA	Sewer Service Transfer	\$	\$
32	18	EA	Open Cut & Patch Gravel Drive	\$	\$
33	1	EA	Remove & Replace Existing Sloped Headwall	\$	\$
34	2	EA	Remove & Replace Existing Rip Rap Check Dams	\$	\$
35	33,600	LF	Well Point Dewatering	\$	\$
36	1	LS	Clearing & Grubbing	LS	\$
37	1	LS	Traffic Control Measures	LS	\$
38	1	LS	Erosion Control Measures	LS	\$
39	1	LS	Cleanup & Site Restoration	LS	\$
TOTAL BASE BID					\$

ALTERNATE NO. 1

Item	Qty.	Unit	Description	Unit Price	Total Price
A1-5	16,000	LF	16" C900, DR21 PVC Force Main	\$	\$
A1-6	400	LF	16" RJDI Force Main	\$	\$
A1-11	2,500	LF	18" DR11 HDPE Force Main (Directional Drill Installation)	\$	\$
	2,500	LF	OR 16" Fusible C900, DR21 PVC Force Main (Dir. Drill Installation)	\$	\$
A1-16	20	LF	16" Uncased Bore	\$	\$

A1-20	2	EA	16" Gate Valve	\$	\$
A1-25	80	EA	16" Bell Restraint Harness	\$	\$
TOTAL ALTERNATE NO. 1					<u>\$</u>
TOTAL BASE + ALTERNATE NO. 1					<u>\$</u>

Total number of calendar days to substantially complete the Work: 270 calendar days.

Liquidated Damages Rate (from Agreement): \$500.00/day.

Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 270 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 300 calendar days after the date when the Contract Times commence to run.

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- C. Contractor’s License No.: _____
- D. Contractor’s DUNS No.: _____
- E. Evidence of SAM.gov Registration

ARTICLE 8 – DEFINED TERMS

8.01 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 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



MANDATORY PRE-BID ATTENDANCE ROSTER

NEW SEWER FORCE MAIN CANAL ROAD TO CR-12 S1P23-OBSU

FOR

CITY OF ORANGE BEACH, ALABAMA

GMC PROJECT No. CMOB190340

OCTOBER 21, 2021 @ 10:00 AM

	<u>NAME (PRINT)</u>	<u>REPRESENTING</u>	<u>EMAIL</u>
1.	Tyler Peersdorf	W. P. Mitchell	mitchell.wr.contra@bellsouth.net
2.	Patsy Nall	Boane Contracting	patsy@boaned.com
3.	ZAC Stafford	Rev Construction Inc	TGPugh@revconstruction.com
4.	Chad Andrews	Underground Solutions	Candrews@aegion.com
5.	Matt Walker	GMC	MATT.WALKER@GMCNETWORK.COM
6.	Jack Morrisroe	BHATE GEO	JMorrisroe@BHATE-GEO.COM
7.	Bobby Green	REM Directional	bgreen@remdirectional.com
8.	Jim Nicholson	HEMPHILL CONSTRUCTION	reiland@hemphillconstruction.com
9.	ROBBIE STROM	GMC	robbie.strom@gmcnetwork.com
10.	Jon Weed	R+B	rbcontractingco@aol.com
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