



June 24, 2022

Re: **CITY OF HOOVER, ALABAMA, INVITATION TO BID**
BID #22-013 HIGHLAND CREST PARKWAY DRAINAGE IMPROVEMENTS
ADDENDUM #1

Dear Potential Bidder,

Our records indicate that you were recently provided with an Invitation-To-Bid document related to the City of Hoover Bid noted above. The purpose of this letter is to advise you that the bid specifications have been enhanced to correct, clarify, and/or supplement information within the Bid documents.

The Bid Specifications posted on the City of Hoover website erroneously described this project as Unit Price Base Bid instead of a Lump Sum project. This Addendum has therefore been issued to correct the following errors within the bid specifications:

- A. Pages 5-6, B4 – Prices and Quantities (see attached):
 - a. **This is a Lump Sum Project.**
- B. Page 68 – FORMS (see attached):
 - a. **Lump Sum Bid Form and Unit Price Schedule**
 - b. **Completed Lump Sum Bid Bond Form and Unit Price Schedule**
- C. Page 71 – Bid Form (see attached):
 - a. **Lump Sum Bid Form and Unit Price Schedule**
- D. Page 73 – This is a Lump Sum Price Base Bid and not a Unit Price Base Bid (see attached):
 - a. **LUMP SUM PRICE BASE BID**
 - b. **UNIT PRICE SCHEDULE**

Corrected pages are attached. Replace pages 5-6, page 68, page 71, and page 73 of the bid specifications with the corrected pages. **Acknowledge Addendum #1 on page 71 of your bid forms.**

Reminder: Sealed bids will be received by the City Clerk's Office, 100 Municipal Lane, Hoover, Alabama 35216 until July 13, 2022 at 2:00 pm CT, at which time they will be publicly opened and read aloud at Hoover City Hall.

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B. GENERAL INFORMATION ABOUT THE BID AWARD PROCESS

1. RECEIPT AND OPENING OF BIDS

- a. Bids will be received by the City at the office of The City Clerk of the City of Hoover, Alabama, 100 Municipal Lane, Hoover, AL 35216, on or before the Submittal Deadline given in the bid advertisement, and then, at said office, shall be publicly opened and read aloud.
- b. The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof or may waive any informalities in such submittal.
- c. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. However, no Bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof without forfeiture of Bid security or Bid Bond.
- d. Any bid received after the time and date specified shall not be opened nor considered to be eligible for award.

2. METHOD OF AWARD

- a. While the bid award may be made to the bidder who submits the lowest responsible bid meeting all specifications, the City of Hoover may or may not award the bid to the bidder who submits the lowest price. Other factors including, but not limited to, qualifications, experience, conformity with specifications, and past service history are among the factors that may be considered in determining the lowest responsible bidder. If the contract is awarded to someone other than the lowest price bidder, a note of explanation will appear in the bid file.
- b. In the event the lowest responsible bidder refuses to accept all bid requirements without deviation, that bid will then be disqualified. After such refusal, the bid may be awarded to the next lowest responsible bidder meeting all specifications.
- c. The City of Hoover reserves the right to award the bid in any manner that is in the best interest of the City.

3. DISQUALIFICATION OF BIDS

- a. Bids may be disqualified before the awarding of the contract for any reason including but not limited to the following:
 - (1) Failure to deliver the bid submittal as required;
 - (2) Failure to sign and/or notarize the bid documents;
 - (3) Failure to include requested information or other details of the bid;
 - (4) Excessive errors in calculating prices or total;
- b. Bids may be disqualified for any other reason that may be deemed appropriate by Hoover City officials.

4. PRICES AND QUANTITIES

- a. This is a Lump Sum Project. Contractor shall be paid as a percentage of work complete. The unit prices will be used to establish pricing for Contract Change Orders (additions and/or deletions), if any.

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- b. Bid prices are not to exceed two decimal places (i.e., \$1.25).
- c. Prices quoted must remain firm for the entire period of the contract including extensions and renewals.
- d. In the event of a delay in awarding the bid, bid prices shall remain firm for ninety (90) days from date of bid opening.

5. EXEMPTION FROM SALES TAXES

- a. The City of Hoover is exempt from all sales taxes. This statement is in no way to be construed as relieving a seller or contractor of their obligation to pay appropriate taxes to each and every authorized taxing entity.
- b. A copy of Hoover's Sales Tax Exemption form/documentation may be provided to bidders upon request.
- c. Additional information about the process and procedures for obtaining a Sales and Use Tax Certificate of Exemption for this project may be provided within the General Conditions and/or Supplemental Conditions Section(s) of this Bid document.

6. BIDS SHALL COMPLY WITH USDOT TITLE VI

- a. The City of Hoover, Alabama, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for an award.

7. CONDITIONS AND RESERVATION OF RIGHTS

- a. Reservation of Rights – the City of Hoover expressly reserves the right to:
 - (1) Waive minor deviations from specifications that do not impair overall effectiveness of services or functionality of the products;
 - (2) Waive any defect, irregularity or informality in any bid procedure;
 - (3) Reject or cancel any or all bids;
 - (4) Reissue the bid invitation;
 - (5) Extend the bid opening time and date;
 - (6) Increase or decrease the quantity specified in the bid invitation;
 - (7) Consider and accept alternate bids when most advantageous to the City.
 - (8) Negotiate with any bidder after proposals have been made regarding price, warranty, or any other factor being considered in this proposal.
- b. The City of Hoover reserves the right to purchase any item from any supplier who has been awarded an Alabama State bid contract, a GSA contract, or other contracts made in accordance with and/or authorized by state bid laws.

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G. FORMS

1. BID SUBMITTAL FORMS

- a. Bid Bond Form
- b. Lump Sum Bid Form and Unit Price Schedule

2. CONTRACT EXECUTION FORMS

- a. Contract
- b. Performance Bond
- c. Payment Bond

3. BID SUBMISSION CHECKLIST

- ___ Bid submitted to Hoover City Clerk in clearly marked sealed envelope
- ___ Copy of contractor's license included with bid
- ___ Completed bid bond form
- ___ Completed Lump Sum Bid Form and Unit Price Schedule

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NOTE: Bidder may submit a cashier's check drawn on an Alabama bank to the order of the City of Hoover equal to 5% of the amount bid (maximum amount - \$10,000.00), in lieu of a Corporate Surety, under the same terms.

Lump Sum Bid Form and Unit Price Schedule

To: City of Hoover
Address: 100 Municipal Lane, Hoover, AL 35216
Project Title: Highland Crest Parkway Drainage Improvements
Project No.: #22-013

Submission of this Bid constitutes a binding representation by the Bidder that the Bidder will perform the following obligations within the times and in the manner specified: (a) the Bidder will deliver to the Owner acceptable evidence of insurance; and, (b) the Bidder and its surety will appear before the Owner and sign the Agreement, Performance Bond and Labor and Material Payment Bond, as specified in section C part 35 and section D part 3 of this Invitation to Bid.

BIDDER

The name of the Bidder submitting this Proposal is _____
_____ doing business at _____
_____ which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

Licensed, Class _____, Alabama General Contractor No.: _____ (Attach copy)

Alabama General Contractor Specialty _____

Alabama General Contractor License Major Categories:

(1) _____ (3) _____
(2) _____ (4) _____

Bidder's contact person for additional information on this Proposal:

Name: _____
Telephone: _____
E-mail: _____

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____, _____, _____, _____, _____, (Bidder shall Insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda and that the Bidder

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LUMP SUM PRICE BASE BID

The Bidder agrees to accept as full payment of the work proposed under this project (including the alternate bid items), as herein specified and as shown on the Contract Documents, upon the undersigned's own estimate of quantities and costs, the following total base bid of:

_____ Dollars and _____ cents
\$ _____ (Amount written in words has precedence)

TIME OF COMPLETION

The Contract Times are specified in section D part 9 and section F part 4 of these bid documents. The Bidder has carefully correlated the provisions with the other terms and conditions of the bidding and Contract Documents and unequivocally accepts the Contract Times for the Work, and any other designated parts of the Work, as specified.

The Bidder unequivocally accepts the liquidated damage provisions specified in section D part 9 in the event of failure, neglect or refusal to complete the Work, or any designated part of the Work, within the corresponding Contract Times.

UNIT PRICE SCHEDULE

_____ (Legal Name of Bidder)

Hereby proposes to furnish all labor, materials, equipment, services, supervision, tools, scaffolding, hoisting, transportation, storage, fees, bonds, licenses, (all sales tax must be included in the bid price), insurance, layout and all incidental items necessary to provide a complete turnkey package Scope of Work for the bid package in accordance with the Contract Documents and specifically including, but not limited to, the following primary sections for the Highland Crest Parkway Drainage Improvements.

Contractor agrees that unit prices listed below are to be used as a basis for any changes to the items of work to add or deduct. Unit prices shall be mutually agreed upon by Contractor, Engineer, and Owner prior to execution of the project contract between the Contractor and Owner. Quantities for any changes or revisions during construction shall be agreed upon by the Owner prior to executing the change or revision.