

Addendum Number One

Preparing, Tilling and Leveling of Athletic Fields

The University of Alabama

Tuscaloosa, Alabama

UA Project Number: SC-20-002

Bid Time & Date: Tuesday April 28 at 10:00 am local time

UA Procurement Services Annex, 405 Cahaba Circle, Tuscaloosa, AL 35404

Date: April 23, 2020

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated April 9, 2020. Acknowledge receipt by inserting its number on the Bid Proposal Form. Failure to do so may subject Bidder to disqualification.

This Addendum to the Bid Documents includes the following:

1. The Revised Pre Bid Conference Agenda and Sign-In sheet.
2. Revised Bid Proposal Form.

THE UNIVERSITY OF ALABAMA

Preparing, Tilling and Leveling of Athletic Fields

SC-20-002

PRE-BID CONFERENCE AGENDA

April 21, 2020 10:00 am

GENERAL INFORMATION

1. Introduction of Attendees

- a. The University of Alabama (UA) – Owner
- b. Consultant's Team and Responsibility
- c. Sub consultants
- d. Others

2. Bid Date / Time / Location

Date: April 28, 2020

Time: 10:00 am

Location: Procurement Services Annex, Conference Room 1001
405 Cahaba Circle
Tuscaloosa, AL 35404

Bids will be received in a secure drop box located in front of the Procurement Service Annex at 405 Cahaba Circle on the University Services Campus (the same building where bids are currently received for Contract Administration). The building will be locked, but the drop box will be monitored and emptied prior to the bid opening. Bidders are strongly encouraged to hand deliver bids to the drop box as FedEx and UPS deliveries may be delayed. The link for the bid opening via a Zoom video conference will be distributed via an addendum.

3. Eligibility

- a. As per Contract documents
- b. Licensed General Contractor in the State of Alabama
- c. Prequalification was not required
- d. ~~Prequalified Contractors/Subcontractors~~
 - ~~UA Master List~~

4. Bids

- a. Preparation/Delivery
 - It is the Contractor's responsibility to make sure bid is complete per the Contract documents (e.g. bid form, bid bond, sub/supplier list, etc.)
 - It is the Contractor's responsibility to make sure bids are delivered and received at the designated location on the date and time stated in advertisement for bid or subsequent addenda.
- b. Proposal Form
 - No alterations shall be made to bid proposal form
 - Be sure to use latest bid proposal form provided during bid process – **New bid proposal form is issued in Addendum #1.**
- c. Guaranty
 - Bid Guaranty in the form of Bid Bond or Cashier's Check is required
 - 5% of bid amount, not to exceed \$10,000
 - Use the provided UA form for Bid Bonds
 - Bid Bond must be executed by a Surety Company duly authorized and qualified to make such bonds in the State of Alabama, payable to the University of Alabama
 - Cashier's check, if used, must be drawn on an Alabama bank
- d. ~~Sales and Use Tax Savings~~ – **N/A. UA will not apply for a STEC.**
 - ~~Bidder is not to add or include Sales and Use taxes in their bids~~

- ~~▪ Sales tax estimates should be listed on the space designated on the bid form~~
- ~~▪ Contractor will need to apply for a tax exempt certificate with the Department of Revenue to purchase materials tax free. Any delay in obtaining the tax exempt certificate due in whole or in part to the Contractor will not be cause for an extension of time for completion of the Project nor an increase in price.~~
- ~~▪ Basic material & labor breakdown required to allow UA to apply for Tax Exempt Certificate~~

e. Subcontractors and Suppliers Submittal

- ~~▪ Bidders shall include with their bids a listing of subcontractors and material suppliers as specified in the Supplementary Instructions to Bidders~~
- ~~▪ Bidders may change up to four (4) subcontractors/suppliers on their envelope prior to bid time~~
- The low bidder shall submit a complete list of major subcontractors and suppliers within 48 hours of the bid opening. This list should include the license number for all subcontractors and should be on the bidder's letterhead.
- No substitutions of any subcontractor or supplier identified with the bid or in the subsequent listing will be allowed without written request and approval by UA, whose decision shall be final.

5. Post-Award / Miscellaneous

- a. Contract Bonds as per Section 32 of General Conditions (needed if a purchase order is over \$50,000)
 - Performance Bonds - 100% of contract amount
 - Payment Bonds - Not less than 50% of contract amount
- ~~b. Each subcontractor engaged in the installation, modification, configuration, programming, or testing of a fire alarm system must have a current Fire Alarm Permit from the Alabama State Fire Marshal's Office. A copy of each fire alarm subcontractor's permit must be provided with the list of subcontractors prior to installation or modification of the fire alarm system.~~
- c. Bidder awarded the job must show evidence of being registered in the US Government's E-Verify Program
- ~~d. Pay Application requirements as per Section 28 of General Conditions A purchase order will be issued as the need arises for preparing, tilling and leveling of athletic fields.~~
- e. Contractor shall adhere to the Child Labor Law - No workers on the project under the age of 18
- f. Minority and Women Owned Participation - UA is encouraging a goal of 5% for this project. Minority or women owned subcontractors or suppliers should be identified to the Owner using Minority and Woman-Owned Business (MWB) Subcontracts form. For a list of businesses in Tuscaloosa and the surrounding area, go to constructionpublicinfo.ua.edu and click Resources.
- ~~g. Davis Bacon [If applicable on federally funded project, add details here and discuss]~~
- h. Smoking, including the use of electronic cigarettes or similar devices, is prohibited anywhere on campus

6. Insurance

- a. Builder's Risk Coverage (discuss applicable section below)
 - ~~▪ Is furnished by Owner

 - ~~○ Contractor responsible for \$10,000 deductible per occurrence and any claim not covered by the owners builders risk insurance policy - a copy is available upon request~~
 - ~~○ See Contractor Insurance Requirements for additional information~~
 - ~~○ See General Conditions Article 28 for additional information related to stored material~~~~
 - Is not furnished by Owner
 - Owner does not provide insurance coverage or other protection for any financial loss or project delay resulting from damage, theft, or any other loss to tools, equipment, or materials owned, leased, or rented by the Contractor, employees of the Contractor, or any Subcontractor
 - Contractor may elect to purchase other forms of property insurance or inland marine insurance on tools or equipment, project materials or components awaiting installation at any location or materials or components while being installed
- b. General Liability
 - Commercial General Liability coverage with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate
 - \$ N/A in Excess/Umbrella Coverage
- c. See the Contract Insurance Requirements section of the bid documents for a complete listing of insurance requirements

PROJECT INFORMATION

Basic Project Information

Removal of existing sod, stock piling of sod/soil spoils, removal of on field accessories, tilling of existing root zone mix, addition of fertilizers and lime, compaction of root zone, leveling of field surface and replacement of accessories, in order to prepare the surface of University of Alabama Athletic fields for a thick cut sod installation.
Depth of sitework.

Anticipated Schedule, Progress and Completion

- a. Anticipated "Award Notification" from UA by May 1, 2020
 - ~~b. Anticipated NTP / Mobilization -
 - No work shall begin on project until insurance certificates are approved by UA~~
 - e. Time for Completion - The completion date will be per project as determined by the Athletic Department
 - ~~Base Bid Completion Date: _____~~
 - ~~Alternate No. 1 Completion Date: _____~~
 - ~~Alternate No. 2 Completion Date: _____~~
 - ~~d. Liquidated Damages - \$0 per calendar day for completion dates as specified above, plus additional costs associated with resident observation. No additional cost associated with resident observation for work on weekends or holidays prior to specified completion dates.~~
 - ~~e. Contractor to submit a schedule of values with detailed breakdowns of material and labor within 10 days of the Notice to Proceed for progress tracking and management~~
 - ~~f. Contractor to generate and submit detailed construction progress schedule compliant with Section 9 of General Conditions and Specification Section 013200 ten (10) days after NTP, unless otherwise indicated in the LOI. No claims for time extensions will be granted prior to the submission and approval of a progress schedule compliant with these sections. During the course of the work, the assigned UA Project Manager will review the progress of completed work and the submission of any supporting documents regarding the progress of the work.~~
 - ~~g. Owner/Consultant/Contractor (OAC) progress meetings to be held per project requirements~~
 - ~~h. Warranty dates shall start at Date of Substantial Completion~~
2. Job Sign Requirement ~~[Yes or No]~~
3. Construction Staking
a. ~~Shall be the Contractor's responsibility and shall be performed under the supervision of a Licensed Professional Land Surveyor in the State of Alabama~~
4. Project Observation / Material Testing
a. ~~Resident observation will be provided by Owner~~
b. ~~Materials testing and geotechnical recommendations for the Owner will be provided by [Insert name of testing firm here]~~
c. ~~Contractor's responsibility to coordinate all testing~~
d. ~~The Contractor shall submit a QA/QC program in compliance with Specification Section 014000~~
5. Inspections
a. ~~All "city inspections" of the work will be conducted by 3rd party consultants for the University
 - ~~Contractor will email inspections@fa.ua.edu to schedule these inspections~~
 - ~~24 - 48 hours notice required~~~~
b. ~~University "in-house" inspections of the work will be scheduled by the contractor(s) through the project Field Coordinator
 - ~~48 - 72 hours notice required~~~~
c. ~~Inspection cards must be kept up to date throughout duration of project~~
d. ~~The Contractor should only schedule inspections when the work to be inspected is complete. UA reserves the right to deduct costs for additional inspections due to incomplete material or workmanship at the time the Contractor scheduled the initial inspection.~~
6. Safety

- a. The Contractor shall be responsible for all project safety. Neither the Consultant nor the Owner will be responsible for the Contractor's safety precautions, means, methods, techniques, sequences, or procedures.
 - b. Contractor's personnel responsible for safety shall be OSHA certified
 - ~~c. Weekly employee safety meetings will be required with minutes of each meeting kept current. Contractor shall be responsible for coordination, content, scheduling, etc., of safety meetings with employees. Safety meeting minutes with sign in sheets must be current for the contractor's pay request to be approved.~~
 - ~~d. The Contractor shall be responsible for maintaining a comprehensive Hot Work Program. See Supplemental General Conditions Section 4.8.~~
 - e. Fencing along the limits of construction, including equipment and storage areas, is the Contractor's responsibility unless otherwise directed by the Owner. The cost of any type fencing, barricades, etc. necessary shall be incidental to project. Fencing, barricades, etc., must be maintained according to the project specifications throughout the duration of the project.
7. Storm Water and Erosion Control
- ~~a. As per Project Specifications Section [Insert spec section here]~~
 - ~~b. The Contractor shall be responsible for obtaining the NPDES Permit and will submit the permit application prior to beginning onsite work~~
 - ~~c. Contractor will arrange for a qualified individual to provide all monthly inspections and reports for the project~~
 - ~~d. Contractor responsible for implementing all BMP's, installation of all erosion and sedimentation control items, adhering to permit requirements and monthly inspection reports, etc.~~
 - e. **Contractor is responsible for protecting the storm inlets or structures if the stockpile of spoils are adjacent.**
8. Tree Protection
- a. During the course of the work, Contractor will take all necessary precautions to protect existing trees on and near the project site as per the Project Specifications and Article 14 of the General Conditions
 - b. For any tree destroyed or damaged beyond reasonable repair due in whole or in part to the Contractor's failure to adequately protect it the University will assess damages per the Project Specifications
- ~~9. Existing Conditions / Constraints~~
- ~~a. [Insert details as warranted by project]~~
10. Parking for Contractors, Subcontractors and all workers
- a. Athletic Department and Transportation Department to determine parking for workers.
11. Traffic Control
- ~~a. As per Project Specifications~~
 - b. Coordinate all activities which may impede automobile, bus, pedestrian, or bicycle traffic with the Project Manager and UA Transportation Services.
 - c. No deliveries between 7:30 a.m. and 8:15 a.m.
12. Working on campus/interaction with UA faculty, staff, and students
- a. The safety of pedestrians around the project site will be emphasized throughout the project. Safe pedestrian routing will be established in conjunction with the UA Project Manager and Transportation Services at the outset of the project. Contractor will maintain such routing throughout the duration of the project.
 - b. Notification to Emergency Vehicles (Police, Fire, Rescue, Ambulance, etc.) shall be Contractor's responsibility
 - c. Harassing communications or behavior toward students, faculty or staff will not be tolerated and offending individuals will be removed from the project immediately.
 - d. Unless otherwise indicated, Contractor shall provide temporary toilet facilities for its employees as well as other workers on the jobsite. Workers on the jobsite shall not use restrooms, break areas, or vending machines within the building or adjacent buildings unless approved by UA.
13. Existing Utilities
- ~~a. As per Special Conditions Section 02000 and Technical Specifications Section 02620~~
 - b. Verify location of utilities prior to construction
 - ~~c. Pre-Excavation Sign-Off Sheet Before Excavation - Contractor's Responsibility~~
 - ~~d. Underground Telecommunication Protection Guidelines~~
 - ~~e. Site Prep Approval Sign-Off Sheet~~
14. Water Distribution

- ~~a. If the project requires the installation of new or additional water meter(s) from the City of Tuscaloosa the contractor shall pay all water/sewer fees and meter set purchase cost as per the allowance section below. Contractors should verify any associated costs with the city prior to bidding~~
- 15. Duct Cleanliness (if applicable to the current project)
 - ~~a. All ductwork should arrive at jobsite with all openings covered in 6 mil plastic sheeting~~
 - ~~b. Ductwork should be covered except when ductwork is being done in that area~~
 - ~~c. HVAC Units shall not operate until after the Pre HVAC Conference is held~~
 - ~~d. During construction prior to starting equipment, install a minimum of MERV 8 filters on the return and outside air. It is responsibility of the Contractor to change filters and clean coils as required until Date of Substantial Completion.~~

ADDENDA, ALLOWANCES, ALTERNATES & UNIT PRICES

- 16. Addenda
 - a. Minutes of Pre-Bid and any other pertinent items discussed shall be issued as Addendum 1
 - b. Additional addenda will be issued throughout bid process as warranted
 - c. All questions prior to bid should be directed to Darrel Lindsey at drlindsey@ua.edu
 - d. Deadline for questions from bidders: April 24, 2020
 - e. Deadline for substitution requests: April, 24, 2020
 - f. All questions should be directed to Darrel Lindsey in writing. Responses will be sent to all bidders. Any pertinent questions that may be asked during site walk-through or site visits should be followed up in writing. Any verbal answers provided should be considered nonbinding.
- 17. Allowances
 - a. N/A
- 18. Alternates
 - a. N/A
- 19. Unit Prices
 - a. N/A
- 20. Other / Miscellaneous –
 - a. Discuss Bid Proposal Form

OWNER COMMENTS

QUESTIONS / COMMENTS

PROJECT TOUR (OPTIONAL)



PRE-BID MEETING ATTENDEES

PROJECT NAME: Preparing, Tilling and Leveling of Athletic Fields
UA PROJECT NO.: SC-20-002
DATE/TIME: Tuesday, April 21, 2020, 10:00 a.m.
LOCATION: Video Conference

Name	Company	DBE	Phone	Email
Raymond Heath	Sur-Line Turf		1-205-333-1776	surline1@gmail.com
David Allbritton	RS3 Turf		1-318-773-8220	dallbritton@rs3sports.com
Eric Holland	Precision Turf, LLC		1-404-550-0079	eric@pturf.com
Jonathan Dewitt	UA Athletic Grounds		1-205-678-9886	jdewitt@ia.ua.edu
Jennifer Patrick	UA Contract Administration		1-205-348-7923	jpatrik@ua.edu
Darrel Lindsey	UA Contract Administration		1-205-348-5552	drlindsey@ua.edu
Leigh Ann Huguley	UA Contract Administration		1-205-348-9681	lahuguley@ua.edu
Andrea Pearson	UA Contract Administration		1-205-348-6591	acpearson@ua.edu

BID PROPOSAL FORM

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA
c/o Construction Administration
P.O. Box 870186
1205 14th Street
Tuscaloosa, Alabama 35487-0186**

BID PROPOSAL FOR:

The Undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as Principals is or are as herein named and that no other person than herein named has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work, and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, and that he has examined the Drawings and Specifications, including Addenda Nos. _____ for the work and the other Contract Documents relative thereto, and that he has satisfied himself relative to the work to be performed.

The Bidder certifies by submitting this bid that they are in full compliance with the Code of Alabama, Section 39-3-1 and 39-3-4 and agrees to provide domestic products if the same are available at reasonable and competitive prices. The Bidder further certifies and agrees that if foreign made materials prices have been used as the basis of the bid because domestic products are not available at a reasonable and competitive price, there has been a downward adjustment in contract price equal to any realized savings or benefit to the Bidder and the foreign materials utilized are of an equal or greater quality.

The Bidder certifies by submitting this bid that they are in full compliance with State of Alabama Act No. 2006-557, that they are not barred from bidding or entering into a contract pursuant to Section 41-4-116, Code of Alabama 1975, and that they acknowledge that the Awarding Authority may declare the bid and/or contract void if the certification is false.

The Bidder further declares that he is aware of the tax exempt status of the Owner and that sales/use/severance taxes are **excluded** from the amount of the bid. The Owner may elect to enter into a "Purchasing Agent Agreement" as described in the Contract Documents.

In compliance with your Advertisement for Bids dated _____ and subject to all the conditions thereof, the undersigned _____

Alabama General Contractor's License # _____

Classification _____, A corporation organized and existing under the Laws of the State of _____.

A Partnership consisting of _____

Or an Individual trading as _____ of the City of _____

Hereby proposed to furnish all labor and materials and perform all work required for the construction of _____ in accordance with Drawings and Specifications.

Cost per 1,000 square feet \$ _____

Required Listing of Subcontractors/Suppliers: N/A

List the subcontractors/suppliers for the trades listed below which you intend to use for the base bid. If no trades are designated, the listing is not required. List yourself for work you intend to self-perform. Any envelope adjustments to this section must be initiated by the bidder. Failure to complete this section may render your bid non-responsive. See Supplemental Instructions to Bidders for additional information.

(List requested trades here, if any)

To be filled out if cashier's check accompanies bid:

The undersigned further agrees that in case of failure on his part to execute the Contract Agreement and required Contract Bonds within fifteen (15) consecutive calendar days after being given written notice of the Award of the Contract, the check accompanying this Bid and the monies thereon shall be paid into the funds of **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a corporation** as liquidated damages for such failure; otherwise the check accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a cashier's check on the _____
(Institution Name)

_____ Dollars

for the sum of _____ Dollars
(\$ _____).

**UNIVERSITY OF ALABAMA
BID PROPOSAL
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To be filled out if bidder's bond accompanies bid:

The undersigned further agrees that in case of failure on his part to execute the Contract and Required Contract Bonds within fifteen (15) consecutive calendar days after being given written Notice of the award of the Contract, the Bidder's Bond accompanying this Bid is callable and the Surety will be called upon the Owner(s) for the liquidation; otherwise said Bidder's Bond shall be returned to the undersigned.

Attached hereto is a bidder's bond of _____
(Bonding Company)

for the sum of _____ Dollars

(\$ _____) made payable to **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a corporation.**

The full names and residences of persons and firms submitting the bid as Principles are as follows: (must be signed to be a valid bid proposal)

Signature of Bidder

Date: _____

Title

Business Address