



Shelby County Landfill Scale House Building Project

ADDENDUM NO. 1

Date: August 30, 2024

RE: Shelby County Landfill Scale House Building Project

BID DATE AND TIME:

Tuesday, September 10, 2024 at 2:00 p.m.

Location for the bid opening remains the Shelby County Manager's Office, located at 200 West College Street, Room 123, Columbiana, Alabama, 35051

General:

The Mandatory Pre-Bid Conference Meeting Notes and Sign-In Sheet are included in this addendum.

Clarifications:

See attached updated Project Manual Section 00-0201 – Instructions to Bidders, Section 1.8

Q1: The specifications call for Grade 2 locksets but sheet A5 says Grade 1. Which grade lockset should we price?

A1: Grade 1

Q2: Please furnish details for the wheel rails to be installed on both sides of both scales as pointed out on sheet SP.

A2: Wheel rails are being supplied by the owner's scale supplier. Wheel rails are not in this bid.

Q3: We could not locate an allowance spec section. Please confirm there are no allowances for the job.

A3: There are no allowances.

**Shelby County Landfill Scale House Building Project
Prebid Conference Attendee List**

August 27, 2024 10:00 a.m.

Name	Company	Contact #	E-mail
Skylar Coston	Coston General Contracting	205-481-1246	russ@costongc.com
Robbie Elmore	Oak Mountain Construction	205-664-1000	robbie@omcc.com
Meg Leopard	Shelby General Contractors	205-535-0228	mleopard@shelbygc.com
Ray Kemp	K & K Quality Construction	205-337-1946	ray.kemp246@gmail.com
Justin Dean	Clements Dean Building Co.	205-356-3503	jdean@clementsdean.com
Jesslan Wilson	Shelby County		jwilson@shelbyal.com
Steve Bailey	Bailey & Owens General Cont.	205-966-1665	steve@baileyandowens.com
Trey Gauntt	Shelby County	205-475-7145	trey@shelbyal.com
Brad Davis	Shelby County	205-729-3702	bwdavis@shelbyal.com

PRE-BID CONFERENCE NOTES

Project Name: Landfill Scale House
Date: August 27, 2023 at 10am

GENERAL INFORMATION

- Owner - Shelby County Commission
 - Trey Gauntt
 - Brad Davis
 - Shawn Mills
- Design Team:
 - Stephen Coker Architect LLC – Architect / Steve Coker
 - Gonzalez – Strength & Associates – Civil Engineer / Ben Pement
 - Tucker Jones – Structural Engineer / Greg Tucker
 - MW / Davis Dumas – Mechanical Engineer / Sammy Davis
 - Jackson Renfro – Electrical Engineer / David Arendall
 - Terracon – Geotechnical Engineer / Bryan Ritenour
 - Terracon – Special Inspections / Stacey Renfro

BID DATE / TIME / LOCATION

Bid Date: September 10, 2024

Time: 2:00pm

Location: Shelby County Manager's Office at 200 West College St. Room 123, Columbiana, AL 35051

Pre-Bid Meeting

Bidders attendance at pre-bid meeting is mandatory (see sign in sheet)

Project Overview:

- Brief description of scope of work
 - Construction Cost Estimate - \$500,000.00
 - Architectural – 960 SF Scale House conventional construction
 - Civil – 26,000 SF of concrete paving including 3- scale foundations including fine grading. Asphalt paving for the parking lot. This portion to include fine grading, stone base, binder and wearing surface. (possible addendum to remove the stone base, binder and wearing surface for the asphalt from this contract)
 - HVAC and Plumbing
 - Electrical – discuss grounding loops and traffic lights
- Discuss owner provided / contractor installed items (kitchen appliances, range hood, soap dispensers, paper towel dispensers, and toilet paper dispensers)
- Discuss owner provided / owner installed items (3-truck scales, scale software and hardware)
- Owner to pay directly for cost associated with permanent power, water and septic system (will be provided by others)
- Discuss laydown areas Site Visits – Site visits are welcomed.

Bid Process

- Questions should be submitted in writing and submitted via e-mail to:
 - rlecroy@shelbyal.com
- Deadline for questions: 48 hours before bid opening date/time.
- Product Substitutions:
 - To be submitted during the bid phase only.
 - Submissions must be submitted and reviewed through one of the bidding GC's to be deemed applicable and a benefit to the project. Substitutions will be approved or rejected via Addendum.

Required Bid Proposal Contents:

- Bid Proposal Form
 - 3 Copies, properly executed, completely filled out
 - Sales Tax is not to be included in bid price
- Cashier's Check (5% or not to exceed \$10,000) payable to the Shelby County Commission or Bid Bond
- Sealed Bid Envelope addressed to the Owner with GC name & License Number on outside
- Late bids will be returned unopened.
- Proof of Competency of Bidders is required to be included in the bid envelope. See Section 00-0201 page 4 paragraph 1.5, Item C of Section 00 2113 Instructions to Bidders,
- If all addenda are not acknowledged by number (1,2,3, etc.) on the bid form or if the bid form is not signed, the bid will be considered nonresponsive and will be returned to the bidder immediately without considering the bid amount.

Contract Requirements:

- All bidders must conform to Alabama Immigration Law / E-verify must be submitted
- City Business License, GC License, Performance Bonds and General Liability Insurance
- All building permits must be obtained from Shelby County Development Services (205) 620-6650
- ADEM NPDES permit required if disturbance area exceeds 1 acre
- Lowest Responsive GC must make an application to the Department of Revenue to purchase materials tax free using the tax exempt certificate method. Refer to specifications for further details.
- Builder's Risk Insurance Requirements: 00-0040 General Conditions - Section 5

Schedule:

- Letter of Award: 9-24-2024
- Contract Delivered to the Contractor: 9-25-2024
- Executed Contract Expected back from the Contractor with bonds and other contract documents: within two weeks of receipt of contract from County
- Issue Notice To Proceed as soon as contract is in place and materials procurement times are determined
- Mobilization: As soon as possible after the NTP
- Substantial Completion: 90 working days from NTP and after allowed material procurement time. (Per section 00-1310, 30 days allowed for material procurement)
- Liquidated damages apply: \$1000 per day for work not substantially complete within the contract time.

Questions

END OF MEETING

**SHELBY COUNTY LANDFILL SCALE HOUSE BUILDING PROJECT
INSTRUCTIONS TO BIDDERS**

SECTION 00-0201 – Page 1 of 5

1.1 SECURITY DOCUMENTS

Bidders may obtain Bid Documents from the Shelby County Facilities & General Services office located at 280 McDow Road, AL 35051 (telephone 205/670-6461). Electronic copies may be requested by emailing rlcroy@shelbyal.com.

1.2 BID FORM

- A. In order to receive consideration, make all bids in strict accordance with the following:
 - 1. Make bids upon the forms provided therefore, properly executed and with all items filled out.
 - 2. Do not change the wording of the Bid Form, and do not alter the Bid Form.
 - 3. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal.
 - 4. Telegraphic bid or telegraphic modification of bid will not be considered.
 - 5. Bids received after the time specified for receiving them will not be considered.
 - 6. Late bids will be returned to the sender unopened.
 - 7. Each bid shall be addressed to the Owner, and shall be delivered to the Owner at the address given in the Invitation to Bid on or before the day and hour set for receiving bids.
 - 8. Each bid shall be enclosed in a sealed envelope bearing the title of the Work, the name of the Bidder and address, Bidder's license number, classification of license, limits of classification, expiration date, and the date and hour of the bid opening.
 - 9. It is the sole responsibility of the bidder to see that his bid is received on time.

Bidders are cautioned that, in order to be considered responsive, a complete bid for the project, including unit prices and any specified allowances, must be submitted. A bid for less or with exceptions or clarifications will not be considered responsive.

1.3 BONDS

- A. BID BONDS
 - 1. A Certified Check or Bid Bond for the lesser of five percent (5%) of the proposed Contract Amount or \$10,000 made payable to Shelby County Commission must accompany each bid as evidence of good faith.
 - 2. All Bid Bonds shall be on the standard form provided.

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INSTRUCTIONS TO BIDDERS**

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3. The Successful Bidder's bond will be retained until he has signed the Contract and furnished the required Labor and Materials Payment and Performance Bond.
4. The Owner reserves the right to retain the bond of the two next lowest Bidders until the lowest Bidder enters into contract or until 60 days after the Bid Opening, whichever is shorter.
5. All other Bid Bonds will be returned as soon as practicable, and in accordance with Alabama State Law.
6. If any bidder refuses to enter into a Contract, the Owner will retain his Bid Bond as liquidated damages, but not as a penalty.

B. OTHER BONDS

1. Prior to signing the Contract, the Owner will require the successful bidder to secure and post a Performance Bond in the amount of 100 percent of the Contract Sum, Labor and Materials Payment Bond in the amount of 50 percent of the Contract Sum.
2. All such bonds shall be issued by Surety acceptable to the Owner. Include the costs of all such bonds in the proposed Contract Sum.

1.4 PRIOR TO BID

A. Examination of Drawings, Project Manual and Site of Work:

1. **Before submitting a Bid, each Bidder shall carefully examine the Drawings, read the Bid Documents, and visit the site of the Work. Bidders will need to coordinate with Owner to get access to the site.**
2. Each Bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the Work is to be performed, and he shall include in his Bid a sum to cover all costs of all items necessary to perform the Work as set forth in the proposed Bid Documents.
3. Allowance will not be made to any Bidder because of lack of such examination or knowledge of the existing conditions.
4. The submission of a Bid will be construed as conclusive evidence that the Bidder has made such examination.

B. Interpretation of Bid Documents Prior to Bidding

1. If any person contemplating submitting a Bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Bid Documents, or finds discrepancies in or omissions from any part of the proposed Bid Documents, he may submit to the Owner a written request via email to rlcroy@shelbyal.com for interpretation thereof not later than three days before Bids are specified to be received.

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- a. The person submitting the request shall be responsible for its prompt delivery.
- b. Interpretation or correction of proposed Bid Documents will be made only by Addendum and will be mailed, faxed, or delivered to each bidder of record. Each Addendum will have a location for acknowledgement of receipt and understanding of its contents. **Bids will not be considered complete if a signature of an officer of the bidding party does not appear thereon.**
- c. The Owner will not be responsible for any other explanations or interpretations of the proposed Bid Documents.

1.5 BIDS

A. Withdrawal of Bids

1. Any Bidder may withdraw his Bid, either personally or by written request, if received by the Owner at any time prior to scheduled time for opening bids.
2. Bidder cannot withdraw his Bid for a period of 60 days after the date set for receiving thereof.
3. Each Bid shall be subject to acceptance by the Owner during this period.

B. Award or Rejection of Bids

1. **The Contract, if awarded will be awarded to the responsive low Bidder who proposes the lowest Contract Sum on the basis of the Base Bid plus any approved alternates**, subject to the Owner's right to reject any or all Bids and waive informality and irregularity in the Bids and in the bidding.

C. Proof of Competency of Bidder

1. At the time of bid, bidder must furnish a list of previous projects successfully completed. The list provided must include specific contacts and telephone numbers for each project. All projects must meet the requirements listed in Section 00200.
2. Any Bidder may be required to furnish additional evidence satisfactory to the Owner that he and his proposed Subcontractors have sufficient experience in the types of work called for to assure completion of the Contract in a satisfactory manner and that their current project workload will not limit their capability.

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1.6 EXECUTION OF AGREEMENT

- A. Public Works Contract.
- B. The Bidder to whom the Contract is awarded by the Owner shall, within 10 days after Notice of Award and receipt of Agreement forms from the Owner, sign and deliver to the Owner all required copies of the Contract.
- C. The Bidder to whom the Contract is awarded by the Owner shall receive five (5) sets of Construction documents. Any sets needed beyond the initial five sets may be purchased from the Owner.
- D. At or prior to the delivery of the signed Agreement, the Contractor shall deliver to the Owner the Labor and Materials Payment Bond, the Performance Bond, and the policies of insurance or Insurance Certificates as required by the Bid Documents.
- E. All bonds and policies of insurance must be approved by the Owner before the successful Bidder can proceed with the Work.
- F. Failure or refusal to furnish bonds or insurance policies or certificates in a form satisfactory to the Owner and in a timely manner, shall subject the Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

1.7 CONTRACT TIMES

- A. Contractor agrees that the work will be substantially complete within 90 working days from the date indicated on the Notice to Proceed.
- B. If the Contractor is delayed, hindered or impeded at any time in the progress of the Work for any reason or by any alleged act or neglect of the Owner, or the Architect, or by any employee of any of them or by a separate Contractor employed by the Owner, or by changes ordered in the scope of the Work, or by other causes beyond the Contractor's control, then the Contract Time may be extended by Change Order for such reasonable time as is agreed to by the Owner. However, to the fullest extent permitted by law, and notwithstanding any other provisions in the Contract Documents, and whether contemplated or not, and whether or not arising by active interference by the Owner and his agents and employees shall not be liable for any damages for delay whether for direct or indirect costs, extended home office overhead, idle or inefficient labor or equipment, cost escalations, or monetary claims of any nature arising from or attributable to delay by any cause whatsoever. The Contractor's sole and exclusive right and remedy for delay by any cause whatsoever is an extension of the Contract Time but no increase in the Contract Sum.

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INSTRUCTIONS TO BIDDERS**

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- C. No delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time unless the delay, interference, hindrance or disruption is (1) without the fault and not the responsibility of the Contractor, its subcontractors and suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the updated Construction Schedule.
- D. The Contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and delay to construction activities which do not affect the overall completion of the Work does not entitle the Contractor to any extension in the Contract Time.
- E. Time Extension for Unusually Severe Weather:

This provision specifies the procedure for determination of time extensions for unusually severe weather. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied.

- 1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- 2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

1.8 LIQUIDATED DAMAGES

Should the Contractor fail to substantially complete the work within the specified time, an assessment of \$1000 per day shall be applied as damages and not as a penalty.

1.9 COORDINATION

It is the responsibility of the Contractor to schedule and coordinate any required testing and inspections.

End of Section