

ADDENDUM # 1
REQUEST FOR PROPOSAL

FOR

CITY OF SEDONA

WASTEWATER DEPARTMENT

Centrifuge No. 1 Control Panel Upgrade Project

To Whom It May Concern:

The City of Sedona, Arizona is issuing **Addendum # 1** to the plans and specifications as originally issued at the time of solicitation for bids for the **Centrifuge No. 1 Control Panel Upgrade Project**. **This amendment is issued on April 18, 2016 and revises the bid submittal requirements.**

For any bid to be considered responsible and responsive, receipt of this addendum must be acknowledged. Acknowledgement shall consist in completing signing and submitting a copy of this addendum page when responding to the Request for Proposals..

This Addendum contains 15 pages including this page, 0 changed bid sheets, 0 plan sheets, and 0 additional Technical Specification.

This Addendum modifies the following:

1. *Bid proposal package submittal requirements* - The documents attached to this addendum, except sign-in sheet, shall be completed and submitted when responding to the Request for Proposals. Also this page shall be submitted along with materials required by section 1.02 of the Technical Specifications.
2. *First page of Bid Proposal modified to remove "DO NOT DETACH ..." wording at top*
3. *Adds Proposed Subcontractor page to be completed as applicable*
4. *Schedule of Manufacturers and Supplies to be completed as applicable*
5. *Workmen's Compensation Insurance Certificate to be completed*
6. *Non-Collusion Affidavit to be completed*
7. *Provides copy of Mandatory Pre-Bid Meeting sign-in sheet*

Addendum # 1 issued by Charles Mosley, PE, Director of Wastewater, City of Sedona Wastewater Department



Charles Mosley, PE Director of Wastewater

04/18/2016
Date

BID PROPOSAL

City of Sedona:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, attended all mandatory pre-bid meetings, and having examined the site where the work is being performed, and having familiarized himself with any local conditions affecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents for the Unit Prices entered based on the Bidding Schedule included herein, said prices to only be amended or altered in accordance with the Contract Documents.

It is understood that any listed quantities of work to be done at unit prices are **approximate** only, and are intended to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be done at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the City, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Schedule, except as otherwise provided for in the Contract Documents.

It is further agreed that payments may be increased to cover additional work ordered by the City, but not shown on the Plans or required by the Specifications. Similarly, payments may decrease if work is deleted or changed.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

In submitting this Proposal, it is understood that the right is reserved by the City to reject any or all Proposals and waive informalities or irregularities in Proposals. The City also reserves the right to delay the award of a contract for a period not to exceed forty-five (45) days from the date of the opening of bids.

The undersigned Bidder further agrees, if awarded the contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned Bidder has carefully checked the figures inserted by him and understands that they are the Bidder's sole responsibility, and the City will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal although City may check and correct mathematical accuracy in evaluation of the bids.

The undersigned Bidder certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Information for and Instructions to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

Attached is a certified check without endorsement and with conditions payable to the City of Sedona in the sum of ten percent (10%) of the total bid drawn on a bank which is a member of Federal Reserve System or which is a member of the Federal Deposit Insurance Corporation, or a cashier's check for ten percent (10%) of the total bid or a Bid Bond written by an approved surety company for ten percent (10%) of the total bid.

The undersigned submits a bid bond pursuant to Section 34-201, Arizona Revised Statutes, payable to the City, equal to ten percent (10%) of the total amount of this proposal, and agrees that said bid bond shall be given as a guarantee that the Bidder will enter into the Contract within the time herein stated if the award is made to him by the City. In case of the Bidder's refusal or failure to do so within ten (10) days of Notice of the Award of Contract, or within five (5) days after receiving notice from the City of the rejection of any objections to the Notice of Award, the bond will be forfeited.

The Bidder grants the City the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of forty-five (45) days after the date of opening of said Proposals.

The undersigned Bidder further grants the City the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the City's needs.

Bidder agrees that the City has determined that a reasonable time for the **Centrifuge No. 1 Control Panel Upgrade Project** is the contract time stated in the Advertisement for Bids and issued addendum. The Bidder agrees that this proposal is submitted on this basis, subject to provisions contained in the Contract Documents relating to extensions of time, and agrees to plan and prosecute the work with such diligence that the work shall be completed within the

time specified.

Bidder agrees that the bid includes the following items which have been completed in full by the Bidder:

- (a) Bid or Proposal
- (b) Bid Schedule
- (c) Bid Guaranty Bond

- (d) Certification of the Bidder's experience and qualifications and statement of Bidder's Qualifications
- (e) List of all proposed Subcontractors
- (f) Schedule of manufacturers and suppliers, major equipment and material items
- (g) Non-collusion Affidavit
- (h) Certificate of Insurability
- (i) Signed Addenda

Bidder agrees that the City assumes no responsibility for any understanding or representation made by any of its Council members, officers or agents during or prior to the bidding and execution of the Contract, unless (1) such understanding or representations are expressly stated in the Contract or Addenda thereto, or (2) the Contract expressly provides that responsibility therefore is assumed by the City, or (3) said understanding or representation is contained in the information supplied to Bidders by the City or the City Engineer, or as information distributed pursuant to the Information for and Instructions to Bidders. The Bidder further understands that only the Mayor and Council of the City through action taken at a properly noticed meeting can waive any term or condition or requirement of this Contract or of the bid.

Bidder agrees that all terms set forth in all Contract Documents shall be binding upon the Bidder if a Notice of Award is issued in favor of said Bidder by the City.

Bidder agrees that all major equipment and suppliers shall be set forth herein on the attached "Schedule of Manufacturers and Suppliers, Major Equipment and Material Items",

Bidder understands that this project is to be constructed in compliance with all City, State and Federal laws, rules and regulations, which are applicable to the project and the Contractor and all work performed hereunder.

In making this proposal, the undersigned incorporates and acknowledges all definitions set forth in the Contract Documents.

The undersigned hereby submits this proposal and the accompanying Bid Schedule as its proposal to construct the improvements described in the Contract Documents.

The name and location of the place of business of each Subcontractor who will perform work or labor or render service to the general Contractor in or about the construction of the work or improvements in an amount in excess of one and one-half percent (1.5%) of the general Contractor's total Bid, and the portion of the work which will be done by each Subcontractor is set forth in the Proposed Subcontractor list attached hereto.

Bidder has received all Addenda before submission of Bid, and has examined the same and has included them in the Contract Documents prior to submitting the Bid and has submitted the Bid based upon them.

The Bonding company which will supply the required Performance and Payment bond is:

BID SCHEDULE

**PROJECT NAME: CITY OF SEDONA CENTRIFUGE NO. 1 CONTROL PANEL LCP-1180 UPGRADE
CITY OF SEDONA PROJECT NO.: 2016-WW-004**

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	Scope of Work Items Specified in 1.01, B.1 and 12	1	LS		
2	Scope of Work Items Specified in 1.01, B.2	1	LS		
3	Scope of Work Items Specified in 1.01, B.3	1	LS		
4	Scope of Work Items Specified in 1.01, B.4	1	LS		
5	Scope of Work Items Specified in 1.01, B.5	1	LS		
6	Scope of Work Items Specified in 1.01, B.6	1	LS		
7	Scope of Work Items Specified in 1.01, B.7, 8, 9 and 10	1	LS		
8	Scope of Work Items Specified in 1.01, B.11	1	LS		
9	Allowance for wire and conduit provision and installation (Paid per LF based on unit prices per Specification Section 1.02)	1	Allowance	\$5,000.00	
	Note: Lump Sum prices paid per percentage of work performed as agreed to by owner. If work is not done completely, portions of the lump sum will not be paid.				
TOTAL BID					

CIP: COMPLETE IN PLACE

Owner reserves the right to vary the quantities shown at their discretion. The contractor will accept the quantities if no corrections are made at the conclusion of the pre-bid meeting. All facilities incidental to the item are included in the unit price estimate. Bid Prices submitted include all local, state and federal taxes.

UNIT PRICES SHALL BE USED WHEN EXTENSION OF UNIT PRICES AND TOTAL AMOUNT CONFLICT. WRITTEN UNIT PRICES SHALL BE USED WHEN WRITTEN AND NUMERICAL UNIT PRICES CONFLICT. BID PRICES SUBMITTED INCLUDE ALL LOCAL, STATE AND FEDERAL TAXES.

The City of Sedona reserves the right to reject all bids, or to award only the base bid, or to award a bid based upon the total of the Base Bid plus additive alternate(s) as selected for award from the additive alternate bid schedule, if additive alternate bid schedule is applicable. The City reserves the right to consider the Unit Prices provided for wire in determining the lowest, responsible, responsive bid.

STATUTORY BID BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1
OF THE ARIZONA REVISED STATUTES

(This bond must not be less than ten percent (10%) of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____, (hereinafter "Principal"), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal offices in the City of _____, (hereinafter "Surety"), as Surety, are held and firmly bound unto the City of Sedona, the State of Arizona, (hereinafter "Obligee"), in the amount of _____ (Dollars) (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

CITY OF SEDONA
Centrifuge No. 1 Control Panel Upgrade Project

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a contract with the Obligee in accordance with the terms of the proposal and gives the bonds and certificates of insurance as specified in the Contract Documents with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 2016.

PRINCIPAL

Seal

By: _____

Title: _____

AGENCY OF RECORD

AGENCY ADDRESS

SURETY

Seal

(Attach Power of Attorney form)

STATUTORY BID BOND
(Check to accompany bid)

(Note: The following form shall be used when a check accompanies bid)

Accompanying this proposal is a Cashiers check payable to the order of the City of Sedona
hereinafter referred to as "City," for

CITY OF SEDONA

Centrifuge No. 1 Control Panel Upgrade Project

in the amount of _____ Dollars (\$ _____), this amount being ten percent (10%) of the total amount of the Bid. The proceeds of this check shall become the property of said City provided this proposal shall be accepted by said City through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the City if the undersigned shall withdraw his bid within the period of forty-five (45) days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the Contract to another Bidder.

Bidder

(NOTE: If the Bidder desires to use a bond instead of a check, the Bid Bond Form on the previous two pages shall be executed -- the sum of this bond shall not be less than ten percent (10%) of the total amount of this Bid.)

PROPOSED SUBCONTRACTORS

The following information gives the name, business address, and portion of work (description of work to be done) for each Subcontractor that will be used in the work if the Bidder is awarded the Contract. No Subcontractor doing work in excess of one and one-half percent (1.5%) of the total amount of the bid and who is not listed shall be used without the written approval of the City, which shall not be unreasonably withheld. (Additional supporting data may be attached to this page. Each page shall be sequentially numbered and headed "Proposed Subcontractors" and shall be signed.) Substitutions of Subcontractors may be made by the Bidder as long as all Subcontractors used meet all requirements for all Subcontractors and all subcontract agreements meet all requirements set forth in the Contract Documents. The total value of subcontracted work shall not exceed fifty percent (50%) of the contract work as bid. The Bidder shall perform 50% or more of the contract work using Bidder's organization, unless stated otherwise in the specifications. **The subcontractor shall have the license required for the work performed. The subcontractor will be required to have a current City of Sedona Business License for the duration of the contract.**

Subcontractor Name	Business Address	Description of Work

Signature of Bidder

SCHEDULE OF MANUFACTURERS AND SUPPLIERS; MAJOR EQUIPMENT AND MATERIAL ITEMS

The Bidder proposes that the named items of major equipment and materials required for work will be supplied by the manufacturers or suppliers set forth below as written in by the Bidder. Substitutions will be allowed in accordance with the Contract Documents:

Item

Manufacturer or Supplier

WORKMEN'S COMPENSATION INSURANCE
CERTIFICATE

I am aware of the provisions of Arizona Law, which require every employer to be insured against liability for workmen's compensation in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

By: _____

NON-COLLUSION AFFIDAVIT

(Continued)

Name of Business

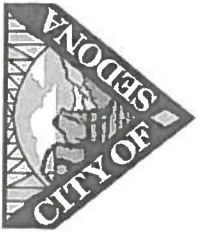
By

Title

Subscribed and sworn to before me this _____ day of _____, 2016.

My Commission expires: _____

(Notary Public)



MEETING ATTENDEES

Date: April 14, 2016 **City of Sedona Project Number:** 2016-WW-004

Project Title: City of Sedona Centrifuge No. 1 Control Panel LCP-1180 Upgrade

Meeting Place: City of Sedona Wastewater Reclamation Plant – 7500 W SR89A, Sedona, Arizona

Meeting Purpose: Mandatory Pre-bid Meeting

ATTENDEES:

Name	Organization	Phone	E-mail Address	Initials
ANDREW PAVEY	KELLEN ELECTRICAL	602 757 8034	APAVEY@KELLELELECTRICAL.COM	AP
MARK GRANVILLE	WILSON ELECTRIC	602 513-9089	mark.granville@wilsonselectric.net	MG
FRANK VANDEVENDER	C.O.S., WWTP		FRANKDEVENDER@SEDONA.AZ.GOV	FV
Robert Schuster	Stanley Consultants, Inc.	602.292.3163	SCHUSTERROBERT@STANLEYGROUP.COM	RS
Ronnie Garcia	COS.	928-239-0461	R.GARCIA@SEDONA.AZ.GOV	RG
Joe Miller	Ludvik Elec Co.	602 448-5955	J.Miller@Ludvik.com	JM
Charles Mosley	COS WWTP	928-204-7132	CMosley@sedonaz.gov	