



HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

OLD HIGHWAY 20 PHASE III-A
Project No. 71-19-SP08 & FRA AGREEMENT 69A36520401570CRSAL
September 8, 2020

Addendum #1

Attached are the Pre-Bid Minutes from the meeting held on Wednesday, September 2, 2020, in the 1st Floor Conference Room, 320 Fountain Circle, Huntsville, AL.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Pre-Bid Minutes

END OF ADDENDUM #1

The Star of Alabama

PRE-BID MEETING

MINUTES

PROJECT NAME: Old Highway 20 Phase III-A, Bridge over Norfolk-Southern Railroad

PROJECT NUMBER: 71-19-SP08 & FRA Agreement
69A36520401570CRSAL

DATE: September 2, 2020

PROJECT ENGINEER: Zach Turner

PROJECT INSPECTOR: Michael Thomas, Woody Maples, Toby Bradford

Stephen Burdine	Eutaw Construction
Dustin Norman	Eutaw Construction
Drew Burns	Eutaw Construction
Chris Brown	Wright Brothers Construction
Clark Gary	Russo
Ty Tyler	McInnis
Mark Seeley	Miller & Miller
Joseph Carlos Ospina	Brasfield & Gorrie
Josh Miller	Wiregrass Construction
Walton Ashwander	Midsouth Paving
Dale Kinney	Reed
Victor Russell	Reed
Manuel Abello	Dement
Samantha Jahraus	Garver
Scott Leach	Garver
John Monroe	Foley
Al Stanley	Stanley Construction
Michael Rittenberry	Kiewit Infrastructure
McKinlee Gillespie	Gillespie Construction
Steven Eakes	SJ&L
Josh Chandler	SJ&L
Bill Foshee	COH Engineering
Zachary Turner	COH Engineering

Michael Thomas	COH Engineering
Angela Gurley	COH Engineering
Mary Ridgeway	COH Engineering

1. Introduction of all persons present:

Zach Turner- Project Engineer

Mary Ridgeway and Angela Gurley Contract Administrators

Bill Foshee- Construction Superintendent

Toby Bradford, Michael Thomas and Woody Maples will be inspectors

Nick Nene with Traffic Engineering

Scott Leach and Samantha Jahraus With Garver, Engineers of Record

OMI will handle Construction Testing.

2. Work Description (Project Scope)

Old Highway 20 Phase III-A, bridge over Norfolk-Southern Railroad. Grade, Drain, Base, Pave, Bridge and MSE walls. The project includes a 420-foot 3 span bridge structure and associated MSE walls. 3,230 LF of Five (5) lane curb and gutter roadway and 510 LF of two (2) lane open shoulder roadway.

There is an active cemetery that is accessed through the project limits. The contractor is responsible for maintaining access to the cemetery at all times. The cost of maintaining access to the cemetery will be a subsidiary obligation to other items of work.

This project is federally funded by grant funds from the Federal Rail Administration. There are additional federal specifications requirements added to the City's standard specifications. The contractor is required to follow all federal requirements including but not limited to Buy American Act Requirements, Davis Bacon Wage Decision Requirements and Disadvantage Business Enterprise Program Goals. Per the federal requirements there will also be an archaeologist on site monitoring excavations for unanticipated Discovery of cultural resources and human remains within 100 meters around site 1Li478. The site is not shown in the plans but is close to the end of the project limits. There are procedures in the specifications that must be followed should something be discovered.

3. Permits (Provide copies of all permits as part of the Contract)

a. ADEM (NPDES) – Contractor is responsible for transferring the ADEM permit from the City and shall perform all inspections and record keeping. The first pay request will not be processed until the permit transfer has been submitted to ADEM.

b. Railroad Permits – Portions of this project is in the ROW of Norfolk Southern Railroad.

There is a construction agreement for the construction of the bridge in the ROW of Norfolk Southern.

Please review the Norfolk Southern Construction Agreement Insurance requirements and procedures, and Right of Entry Agreement which is provided in the project Specifications.

The contractor will also be required to hold a pre-construction meeting with Norfolk Southern prior to the start of construction.

4. Utility Project Notification

a. Conflicts with existing utilities:

There are some power poles along Old Highway 20 that will have to be relocated for this project. Schedule for the relocations has not been determined but further information will hopefully be provided prior to the bid opening.

TVA also has some transmission lines that will have to be raised as part of the project. They are scheduled to have their project completed by December 11, 2020. We will not be able to place any fill under the TVA transmission lines until December 12th.

- b. Owner of existing utilities is Athens Electric and Huntsville Utilities for gas and water.
- c. It is the responsibility of the contractor to locate and coordinate with the existing Utilities.

5. Right-of-Way

- a. Status of ROW – ROW acquisitions are still underway. The Notice to Proceed will not be issued until all ROW has been acquired.
- b. Property Owner information and notification- Property owners contacts can be provided by request to the City. The contractor is responsible for any coordination needed with the adjacent property owners.

6. Conflicting Projects

Norfolk Southern has a marshaling yard under construction within the project limits.

7. Schedule of Work

- a. Contractor shall submit a schedule showing Critical Path.
- b. Schedule needed by the first payment request or payment will be held until schedule is approved.
- c. Owner reserves the right to withhold payment if work is more than 25% behind schedule

8. Project Details (Plans, Specs, Special Provisions, Quantities, Dates)
 - a. There are Federal Specifications included. The contractor is required to follow all federal requirements including, but not limited to, Buy American Act Requirements, Davis Bacon Wage Decision Requirements and Disadvantage Business Enterprise Program Goals.
 - b. All work will be performed to ALDOT's specifications.
 - c. ADA Standards for ROW construction will be enforced.
 - d. All shop drawings or material submittals will be reviewed and approved or commented on within five business days of submittal.
 - e. State of Alabama License Classification required – (HS) Highways & Streets or (MU) Municipal & Utility

Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

- f. Construction Trailer will not be required
- g. Calendar Days to complete project – one hundred eighty (180).
- h. Council Approval – October 8, 2020
- i. Anticipated Notice-to-Proceed – between 10/9 and 10/23

9. Bid Sheet (Quantities)

Contractor is required to submit pricing (Attachment "A") on a CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The CD-RW must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

- The contractor can submit any questions about any item via email. Please note, there are some discrepancies between the engineers estimated quantities and the bid quantities. The bid quantities have been adjusted based on experience with overrun items.

Item #5 Unclassified Excavation- the areas to be undercut are shown in the plans and are included in the total. The City will be paying plan quantity for this item. The only exception is if there are additional areas that require undercut not represented on the cross sections. These areas will be field measured and added to the overall total.

Item number 6 Borrow Excavation- There is a stockpile adjacent to the project that the contractor may use for the project. It is not required. There is approximately 170,000 cubic yards stockpiled. The city will accept surge stone in place of borrow at no additional compensation if the contractor chooses. If the contractor elects to use surge stone in place of borrow, the surge stone must be cocked down with number 2 stone and then a base layer. The last 3 foot of fill must be dirt placed and compacted in 6" lifts.

Payment for unclassified excavation will only be made once for movement of the same material, "DGB is to be measured for payment based on an in-place area. A ticket shall be provided for all items paid in weight. All open cuts shall be backfilled to subgrade elevation with 57 or 78 stone. The cost of the stone shall be considered a subsidiary obligation to other items of work.

10. Payment

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is

to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer, ATTN: Odessa Sales-Robinson, in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

- a. Date for payment submittal monthly
 - i. Process for monthly quantities
 - ii. Monthly Progress Meetings
 - iii. Red-line As-built are required to be maintained by the contractor and reviewed monthly prior to invoices being submitted.
 - iv. Define Substantial Completion – Project in usable condition for intended purpose
 - v. Liquidated Damages
 - vi. One year warranty period begins upon substantial complete.

11. Traffic Control – Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition.

- All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after final paving work is completed.

12. Subcontractors

Any subcontractors were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Attachment “D” – “Subcontractor’s Listing” in the Supplement to General Requirements for Construction of Public Improvements, City of Huntsville, Alabama has been revised and bidders are advised to pay special attention to the text and instructions listed on the attachment. Contractor shall keep the “Subcontractor’s Listing” updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

13. Special Documentation based up Funding Requirements: There is federal specifications included. The contractor is required to follow all federal requirement including, but not limited to Buy American Act Requirements, Davis Bacon Wage Decision Requirements and Disadvantage Business Enterprise Program Goals.

Anyone working for the Contractor, whether equipment and/or personnel, which are not the prime contractors, and are not covered by a subcontract, then it shall be understood that the prime contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

14. Questions?

Q: Dale asked what the bid bond amount is.

A: Mary stated it should be \$10,000.

Q: Mark asked if Zach could go over the electrical work on the west side of the bridge.

A: Zach stated the west side is Athens Electric and he is still working with them to get a schedule. The east side of the bridge is TVA's and access will be received by December 12th.

Q: Mark asked if the anticipated start date is October 9th.

A: Zach stated October 9th is the City's anticipated start date, but access to fill under TVA's lines will not be until December 12th.

Q: Mark asked about the LED lighting along the Railroad.

A: Zach stated it is shown on the utility drawing and is not anticipated to be in direct conflict.

Q: Mark asked if Norfolk Southern is going to keep their lines.

A: Zach stated that the lines are not in direct conflict and if something needs to be moved based on your plan for the bridge construction the contractor will need to work that out with Norfolk Southern.

Q: Dale asked if the ROW will be obtained by October 9th.

A: Zach stated yes and the NTP will not be issued until it is obtained.

Q: Mark asked what the liquidated damages are per day.

A: Zach stated \$30,000 per day.

Q: Mark asked if there is an incentive.

A: Zach stated not at this time, but if something changes it will go out in an addendum.

Q: Mark asked if there will be an adjacent project starting on the east side.

A: Zach stated yes, and it will pick up at the end of this project.

Q: Mark asked how access will be gained when the adjacent project starts.

A: Zach stated it will be worked out but there is access from the east side. Zach said he does not anticipate it being a major issue.

Q: Josh asked if the 42,000 yards of excavation is assumed to be good.

A: Zach stated yes.

Q: Josh asked if the undercut can be used.

A: Scott stated he will check with Geotech.

Q: Dale asked if surge stone is used, how much dense grade base is anticipated.

A: Zach stated he will get an answer from Geotech on the layering thickness.

Q: Dale asked if all of the dense grade to cap the surge stone will be paid under plan quantity.

A: Zach stated it will be paid under borrow excavation.

Q: Josh asked if everything is planned quantity.

A: Zach stated dirt, unclassified and borrow will be with the exception of additional undercut.

Q: Mark asked if there are any specifications on the work around for the special ditch.

A: Zach stated that the plans were reviewed, and the improvements are approved so no issue is anticipated.

Q: Mark asked if there is compensation for the additional work.

A: Zach stated the plans were reviewed, but if there is a change in scope it will be addressed when it happens.

Q: Question asked if there is an item for permanent casing.

A: Zach stated he will set up a quantity for permanent casing.

Q: Josh asked where the stockpile is located.

A: Zach stated it is on the south side of the tracks. Zach stated the contractor is not required to use it but it is there if the contractor wants it.

Q: Josh asked how to access the stockpile.

A: Zach stated the contractor will need to work that out with the railroad.

Q: Josh asked what the specification is for the borrow backfill.

A: Zach stated an ALDOT specification will be used.

Q: Dale asked if Athens Utilities is not finished will work stop.

A: Zach stated I hope to give you a date that they will be out of the way and if they are not by that date then time will stop if it is actually delaying construction. otherwise time will not stop until we reach a point that the raising of the lines has delayed construction.

Q: Dale asked if damages will be assessed monthly.

A: Zach stated daily and at the completion of the project but yes assessed monthly on every estimate past the completions date.

Q: Josh asked if there are any DBE goals.

A: Zach stated the state standards need to be followed so he will look at it and a revision may be made.

All questions were answered, and all clarifications made by addendum. All addenda are sent via email to those bidders who attend and have signed in at the pre-bid meeting. Although a response to the email is optional, it is mandatory that the bidders acknowledge the receipt of each addendum, whether received via email or by downloading from the Engineering Department's website, on Attachment "C" included in the Specifications. Acknowledgement of receipt of addenda is mandatory using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid.

Last day for questions concerning this project before the bid will be Wednesday, September 9, 2020 until 5:00 p.m. via fax (256) 427-5325 or email to mary.ridgeway@huntsvilleal.gov.

Response to contractor questions will be Tuesday, September 15, 2020 until 5:00 p.m.

Bids open: Thursday, September 24, 2020 at 10:00 a.m. in the 1st Floor Conference Room, 320 Fountain Circle, Huntsville, AL. All bids must be **SEALED** before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

The pre-bid notes and all addenda shall become a part of the contract documents.

Meeting adjourned.