

# THE CITY OF MOBILE

MOBILE, ALABAMA

## REQUEST FOR PROPOSALS



### HERNDON PARK WALKING TRAIL

#### PHASE II

#### PR-126-11

2900 Dauphin St

Mobile, AL 36605

**October 4, 2011**

City of Mobile, Alabama  
Architectural Engineering Department

P. O. Box 1827

Mobile, AL 36633-1827

(251) 208-7454 Tel

(251) 208-5871 FAX

Proposal Due Date: October 19, 2011

Set Number \_\_\_\_\_

**REQUEST FOR PROPOSALS**  
**Herndon Park Walking Trail**  
**Phase II**  
**City of Mobile Project No. PR-126-11**  
**October 4, 2011**  
2900 Dauphin Street  
Mobile, AL

Qualified Contractors are hereby invited to submit proposals to provide concrete walking trail at the above location.

All expenses incurred by your firm in preparing your proposal, attending meetings, making site visits and all such expenses otherwise associated with this proposal solicitation shall be borne solely by your firm.

**SUBMISSION of PROPOSALS:**

To be considered, your original proposal must be signed by an authorized officer of your firm, enclosed in a sealed envelope, and delivered to the following address no later than **2:15 PM local time on Wednesday, October 19, 2011.**

City of Mobile  
Government Plaza Building  
City Clerk's Office, South Tower, Room 908, 9<sup>th</sup> Floor  
205 Government Street  
Mobile, AL 36602

Any proposals received after that time will be returned unopened.

All proposals must be provided in an opaque envelope approximately 9x12 inches or larger and clearly identified on the outside **“SEALED PROPOSAL, RFP – Herndon Park Walking Trail Phase II, Project #PR-126-11”** and also the **CONTRACTOR’S NAME, ADDRESS** and **City of Mobile BUSINESS LICENSE NUMBER** on the envelope.

The City of Mobile reserves the right to reject any and all proposals.

Your proposal shall be firm and cannot be withdrawn. Your proposal shall be subject to acceptance within 60 days after submission. All firms waive any right to withdraw a proposal after it has been submitted unless a written request to do so is submitted and received at least twenty-four hours prior to the deadline for receipt of proposals.

The successful firm will receive a contract for signature, which will constitute acceptance of the proposal and intent to enter into a written agreement in accordance with the inquiry documents, accepted terms of the proposal, and any further addendum.

**PRE-BID CONFERENCE:**

A Pre-Bid Conference will be held at the site on Thursday, October 13, 2011, at 10:00 AM.

**AVAILABILITY of DOCUMENTS:**

RFP Documents may be reviewed and acquired without cost for the first set at the City of Mobile, Architectural Engineering Department, Fifth Floor, 205 Government Street, Mobile, AL 36602.

**REQUESTS for ADDITIONAL INFORMATION:**

Requests for clarification of the RFP Documents will be received and clarification and interpretations will be issued by written addenda. No interpretation or clarification given orally will be effective to alter or affect the obligations expressed in the Inquiry Documents unless confirmed by written addendum. Exceptions or qualifications to the RFP Documents are discouraged and may result in disqualifying the proposal for consideration. All addenda received must be acknowledged in the proposal.

Clarifications and additional information may be obtained by RFI if submitted in writing, preferably via e-mail, addressed to:

Kim Harden, CDBG Construction Project Manager  
Architectural Engineering Department  
P.O. Box 1827  
Mobile, Alabama 36633  
FAX: 251-208-5871  
[kim.harden@cityofmobile.org](mailto:kim.harden@cityofmobile.org)

All correspondence shall reference the Project Title and Project Number.

Cut off deadline for RFIs is 1:00 PM on Friday, October 14, 2011. Every effort will be made to officially provide answers to all RFIs, however, should any item not be resolved prior to the bid date, the Contractor shall provide for the most restrictive and/or expensive alternative in his proposal.

**GENERAL PROJECT INFORMATION:**

Phase II Trail shall be constructed concurrent with other work, primarily executed by the City of Mobile, in Herndon Park. The Contractor will be required to coordinate with other work and workers for the duration of the project.

The project is funded by HUD through the CDBG Grant Program and has specific regulations and requirements. These requirements include, but are not limited to, four Exhibits contained herein identified as follows:

Exhibit A: Federal Conditions

Exhibit B: Federal Labor Standards Provisions

Exhibit C: Davis-Bacon Act, General Wage Decision Number: AL100003 5/27/201

Exhibit D: Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employee U.S. Department of Labor Payroll Form WH-347

Exhibit E: Certifications of Special Conditions for CDBG Contracts

In addition, job site postings, including the Notice to All Employees Working on Federal or Federally Financed Construction Projects and the EEO (Equal Employment Opportunity), will be required to be maintained and shall be in a location accessible to all employees.

Employee interviews for Davis-Bacon compliance will be conducted with the assistance of the City of Mobile, CDBG Construction Project Manager, as coordinated with the Contractor. Contractors may become more familiar with these procedures by viewing “A Contractor’s Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects on-line at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_12590.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12590.pdf)

**MINORITY PARTICIPATION:**

Minority business participation is encouraged and should be documented in the Contractor’s response to the RFP Document.

**DURATION of CONSTRUCTION:**

The project shall be completed within 21 calendar days commencing on the Notice to Proceed date issued by the City of Mobile, Architectural Engineering Department. Substantial Completion shall be reviewed and established on or before the construction end date. Any outstanding Punch List items shall be successfully completed within 7 calendar days of the Substantial Completion date.

**SCOPE OF WORK:**

Construction work shall comply with all Federal, State and City Regulations and Codes, including but not limited to:

- A. Consumer Product Safety Commission (CPSC)
- B. Americans with Disabilities Act (ADA)
- C. American Society for Testing and Materials (ASTM)
- D. International Building Code (IBC)
- E. State Health Regulations
- F. Funding for this project is derived from a Community Development Block Grant so Federal Regulations regarding nondiscrimination, collusion, wages, etc. are in effect. Contractor must use the Prevailing Wage Rates and submit Certified Payrolls in accord with Davis Bacon Wage Act.
- G. City of Mobile Business License and, where required by State Law, have a valid State Contractor’s License.

The Contractor shall furnish all labor, materials, equipment, supplies, transportation and services necessary to construct and install the complete trail as specified and shown on the drawings. The work shall include but is not limited to the following:

- +/- 466 Linear feet of 6’ wide concrete trail

Water and electricity for reasonable construction purposes to be provided by the City without charge to the contractor.

**PERFORMANCE BOND AND LABOR AND MATERIALS BOND:**

Contractor will not be required to provide a Performance Bond nor a Labor and Materials Payment Bond on contracts of \$50,000.00 or less.

**PERMIT REQUIREMENTS:**

City of Mobile Building Permit Requirements has been met and may be obtained at no cost by the Contractor.

## **INSURANCE REQUIREMENTS:**

For the duration of this agreement, the Contractor shall maintain insurance that will protect the Contractor from claims arising out of or resulting from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1. The Contractor shall purchase and maintain during the life of this agreement insurance from a company that is lawfully authorized to do business in the State of Alabama.
2. The Contractor shall furnish the Owner with an original executed "Certificate of Insurance" with the Owner identified as an additional insured and a provision that coverage's afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been give to the Owner.
3. The company providing coverage and listed as the "Companies Affording Coverage" on the Certificate shall be authorized and licensed by Alabama's Secretary of State, Department of Insurance Division to do business in the State of Alabama.
4. A licensed Resident Agent of Alabama shall sign or counter sign the Original Certificate of insurance that is produced out of the State of Alabama. Type the Residents Agent's name, current address and telephone number on the face of the Certificate.

Insurance shall be written for limits of liability not less than the following or required by law, whichever coverage is greater:

**General Liability** - Comprehensive Form, including premises, products and complete operations:

1. Bodily Injury Liability: \$250,000 each person, \$500,000 each occurrence
  2. Property Damage Liability: \$100,000 each occurrence
- Or, (in lieu of 1. and 2. above)
3. Bodily Injury and: Property Damage Combined: \$500,000 each occurrence

**Automotive Liability** - Comprehensive Form, including owned, non-owned, and hired vehicles:

1. Bodily Injury Liability: \$250,000 each person, \$500,000 each occurrence
  2. Property Damage Liability: \$100,000 each occurrence
- Or, (in lieu of 1. and 2. above)
3. Bodily Injury and: Property Damage Combined: \$500,000 each occurrence

**Workmen's Compensation** - Statutory amount

**Excess over General Liability and Automobile Liability Limit** - \$1,000,000

## **AWARD OF CONTRACT:**

The firm will be notified of the final selection in writing, at which time they will be sent a contract for signature. An example of the contract, entitled "Agreement Between Owner and Contractor for a Stipulated Sum", is included here-in.

When the signed contract is approved by the City of Mobile the firm shall be given written Notice to Proceed.

## **WARRANTY:**

Contractor's Warranty - one year from date of Acceptance on all Materials and Workmanship.

Supply all Manufacturers' Warranties to the City with Final Application for Payment.

**MATERIALS:**

All materials shall be new and suitable for the use required. Any substitutions to that specified shall be submitted for review and must receive approval prior to construction.

**SUBMITTALS PRIOR TO CONTRACT APPROVAL:**

- A. The Contractor's Insurance Certificate shall be submitted prior to contract approval.

**SUBMITTALS PRIOR TO CONSTRUCTION:**

- A. City of Mobile Business License shall be obtained and a copy provided prior to construction.
- B. Product Submittals shall be provided for review and approval prior to ordering and prior to the commencement of work affected by such materials or equipment.

**PAYMENT:**

Due to the short duration of Construction, only one Final Application for Payment, after all requirements have been met, including but not limited to the completion of all punch list items and the submittal of "As Built" Drawings, Operation & Maintenance manuals, Proof of Publication for the Advertisement of Completion, Consents of Surety, Certificates of No-Liens, and all other legal and contract items, will be accepted and processed.

Note that part of Contractor's Construction Closeout responsibility is the Advertisement of Completion which is required by Alabama Law. Section 39-1-1(g) reads:

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand dollars (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week."

End of Request for Proposal