



CITY OF MOBILE
Langan Lake Dredging (2016-3005-34)
Langan Park Stormwater Improvements (2021-2045-01)

ADDENDUM #4

This addendum includes amendments to the bid timeline, Proposal and contract language. A total of 28 pages, including the cover page.

Instructions: Please acknowledge receipt of this addendum by signing this form and including it in your submittal on February 19, 2025.

Acknowledgement: I hereby acknowledge receipt of Addendum 4. I understand that failure to confirm the receipt of addenda may be cause for rejection of this submittal.

Company

Authorized Signature

Date

THE BID WILL BE AMENDED AS FOLLOWS:

- BID OPENING: **WEDNESDAY 2/19/25 at 2:30 pm CT**, Atrium, Government Plaza

THE CONTRACT DOCUMENTS WILL BE AMENDED AS FOLLOWS:

1. Replace the entire ITEM III PROPOSAL BID TABULATION and insert revised proposal as provided in Attachment "A".

Clarifications in the Proposal

1. The unit price shall be written in word that identifies the dollars and cents
 2. The bid items 11, 12 and 13 are associated with the dewatering of the dredge material. There are various materials of pipe, stone liner and etc. that are identified. The contractor can substitute, change or adjust these materials as approved by the engineer, as long as the intent of the description of work is accomplished.
 3. Bid item 13 and 40 are both identified for use in the dewater pads in the beneficial area. Since only one of the items will be used, the Bidder can bid on either item and place a \$0.00 in the item not used.
2. Add the language in Special Provisions, page 32:

"32A. Project limits shall be kept clean of trash, garbage, and construction debris at all times. Contractor must provide on site trash cans and/or a dumpster for any trash and garbage generated by the construction team (e.g. bottles, cans, takeaway containers, etc.), and regularly emptied to prevent overflow. If good housekeeping practices are deemed unacceptable, the Engineer reserves the right to cease all construction activities until the site has been deemed acceptable. Contractor's monthly estimates will not be processed for payment until the Engineer deems that the entire project limits are free of trash, garbage, and construction debris."

3. Replace the language in Articles of Agreement, page 45, No. 29:

"TERMINATION FOR "CAUSE":

(29) "If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workmen, equipment, or materials, to insure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of 10 days, the Owner or his representative may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default. If within 10 days after such notice the Contractor does not proceed to remedy to the satisfaction of the Owner the fault specified in said notice, or the Surety does not proceed to take over the Work for completion, the Owner shall have full power and authority, without impairing the obligation of the Contract or the Contract Bonds, to take over the completion of the Work; to appropriate or use any or all material and equipment on the ground that may be

suitable and acceptable; to enter into agreements with others for the completion of the Contract according to the terms and provisions thereof; or to use such other methods as in its opinion may be required for the completion of the Contract. The Contractor and his Surety shall be liable for all costs and expenses incurred by the Owner in completing the Work, and also for the liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by the Owner is less than the sum which would have been payable under the Contract if it had been completed by the Contractor or his Surety, the Contractor or his Surety shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the Owner the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge of any office used by the Contractor, his representative at or near the Work or by registered mail addressed to the Contractor at his last known place of business.”

(with the following language):

“TERMINATION FOR "CAUSE" AND "CONVENIENCE" CLAUSE:”

(29) For Cause

“In the event that any of the provisions of this Contract are violated by Contractor, or by any of his Subcontractors, the Owner may serve written notice the Contractor and Surety of its intention to terminate the Contract, such notices contain the reasons for such intention to terminate the Contract, and unless within (10) days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement of correction be made, the Contract shall, the expiration of said ten (10) days, cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Surety and Contractor and the Surety shall have the right to take over and perform the provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, Owner may take over the work and prosecute the same to completion by contract force account for the account and at the expense of the Contractor and the and his Surety shall be liable to the Owner for any excess cost occasioned thereby, and in such event the Owner may take possession of and utilize in the work, such materials, appliances and plant as may be on the site of the necessary therefore.

(29A) For Convenience

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the provided herein, the Contractor will be paid for the time provided and expenses up to the termination date.”

4. Replace the language in Supplemental Specifications, page 54, No.12:

“SECTION 107.21(c) NPDES PERMIT COVERAGE FOR CONSTRUCTION STORMWATER DISCHARGE SHALL BE MODIFIED AS FOLLOWS:

The City will obtain an NPDES Permit and provide to the Contractor a preliminary Construction Best Management Practices Plan (CBMPP) for the project. The NPDES permit shall be transferred to the Contractor, by the Contractor. The Contractor is considered to be the Permittee. The Permittee is responsible for all required NPDES Permit maintenance, renewal, modification, and termination.” with the following:

“SECTION 107.21(c) NPDES PERMIT COVERAGE FOR CONSTRUCTION STORMWATER DISCHARGE SHALL BE MODIFIED AS FOLLOWS:

The City will obtain an NPDES Permit and provide to the Contractor a preliminary Construction Best Management Practices Plan (CBMPP) for the project. The City is considered to be the Permittee. The Permittee is responsible for all required NPDES Permit maintenance, renewal, modification, and termination.”

5. Replace the language in Supplemental Specifications, page 58, No. 27a: “The Engineer (M&W) is responsible for providing an independent Professional Land Surveyor qualified for Hydrography to perform bottom surveys during dredge operations to ensure that correct line, grade and alignment are achieved at final completion. The Engineer will not make intermediate surveys for progress payments or otherwise. Any progress payment surveys shall be performed by M&W (through separate contract), Rowe Surveying, or other pre-approved surveyor,” (with the following language):

“The Engineer (M&W) is responsible for providing an independent Professional Land Surveyor qualified for Hydrography to perform bottom surveys during dredge operations to ensure that correct line, grade and alignment are achieved at final completion. The Engineer will not make intermediate surveys for progress payments or otherwise. Any progress payment surveys shall be performed by the Contractor.”

6. Replace the language in Supplemental Specifications, page 59, No. 28 f & g: “The Contractor shall submit acceptance criteria from third-party off-site disposal areas to the Engineer.

The Contractor is responsible for identifying and coordinating final disposal at an offsite disposal facility. If a disposal facility is outside of the Three-Mile Creek Watershed, the Contractor shall submit a workplan detailing abatement of Apple Snail migration and other invasive species. Disposal outside of the Three-Mile Creek Watershed will not be permitted unless appropriate personnel provide conclusive evidence that invasive species will not be spread to other watersheds” (with the following language):

“The Contractor is responsible for identifying and coordinating final disposal at an offsite disposal area or facility. Disposal location must be approved by the City of Mobile and Engineer prior to removing material from site. Contractor must provide an abatement plan detailing how invasive species will be controlled and not spread to new locations from Langan Lake.”

7. Add tax exemption information and mandatory form as found in ATTACHMENT “B” to bid documents.

ATTACHMENT “A”

PROPOSAL

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date _____

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, Specifications, Project Manual, and the drawings, as prepared by the CITY ENGINEER, as well as the premises.

Project Name: Langan Lake Dredging and Langan Park Stormwater Improvement Projects

Project No: 2016-3005-34 (Dredging) and 2021-2045-01 (Stormwater)

Project Description: Langan Lake Dredging and Langan Park Stormwater Improvement Project

Major work items included: Dredging, Dewatering, Disposal of Sediment, and Stormwater Improvements, and Restoration

The Bidder further agrees to construct the improvements in accordance with the schedule indicated below:
Langan Lake Dredging and Langan Park Stormwater Improvements:

- 365 Calendar days for the Base Bid (both projects running concurrently)

It is City's intent to award both the Langan Lake Dredging and the Langan Park Stormwater Improvement projects to a single bidder, with both projects being constructed concurrently and both projects (base bids) completed within a common 365 calendar day duration. Additional construction days are identified for each Additive Bid item associated with the Langan Lake Dredging, should the City have sufficient funding to award a portion or all of the Additive Bid items.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the projects.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as herein provided.

BASIS OF AWARD SHALL BE AS FOLLOWS:

The OWNER shall award the Contract to the lowest responsible and responsive BIDDER based on:

The TOTAL BASE BIDS for the Langan Lake Dredging and the Langan Lake Stormwater Improvements, PLUS

Any combination of Deduct Bid Item 1, Additive Bid Item 1, Additive Bid Item 2, Additive Bid Item 3 and Additive Bid Item 4.

Proposals in which the Unit Prices bid are obviously unbalanced may be rejected in accordance with the specifications.

The OWNER reserves the right to reject any and all bids at their sole discretion.

Langan Lake Dredging Project No. 2016-3005-34

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNITS PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
1	TRAFFIC CONTROL	1	LS			
2	CLEARING AND GRUBBING	1	LS			
3	MUCK EXCAVATION (OFFSITE DISPOSAL)	105,000	CY			
4	MUCK EXCAVATION FOR BENEFICIAL USE	20,000	CY			
5	MOBILIZATION	1	LS			

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNITS PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
6	DEMOLITION (INCLUDING CONCRETE CHANNEL, PEDESTRIAN TRAILS, BRIDGES, ETC.)	1	LS			
7	UTILITY COORDINATION	1	LS			
8	SURVEY CONTROL	1	LS			
9	EXCAVATION AND ONSITE STOCKPILING OF TOPSOIL (BENEFICIAL USE AREA)	2,500	CY			
10	GRADING COMPLETE (BENEFICIAL USE AREA, INCLUDING SUBGRADE PREPARATION AND BERMS)	1	LS			
11	8-INCH PERFORATED HDPE UNDERDRAINS (BENEFICIAL USE AREA - INCL. TRENCHING, GEOTEXTILE, NO. 57 STONE, AND WALL PENETRATIONS) OR EQUAL	1,200	LF			

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNITS PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
12	40-MIL HDPE LINER (BENEFICIAL USE AREA) OR EQUAL	18,500	SY			
13	NO. 57 STONE (BENEFICIAL USE AREA) OR EQUAL	3,100	CY			
14	TEMPORARY (PORTABLE) CHAIN LINK FENCING WITH GATES	3,400	LF			
15	SEEDING (PERMANENT)	2	AC			
16	MOWING	2	AC			
17	SOLID SODDING	10	SY			

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNITS PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
18	EROSION CONTROL PRODUCT, TYPE S1	200	SY			
19	PLANT TOPSOIL	100	CY			
20	SHRUBS (Aquilegia Canadensis) 3" POT	20	EA			
21	TREES (Quercus virginiana) 3" DBH	10	EA			
22	TEMPORARY SEEDING AND MULCHING	10	AC			
23	TEMPORARY PIPE (24" CMP)	40	LF			

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNITS PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
24	TEMPORARY PIPE END TREATMENT (24" CMP)	2	EA			
25	POLYETHYLENE	200	SY			
26	HAY BALES	50	BALE			
27	SAND BAGS	50	EA			
28	FLOW BAFFLE	20	LF			
29	TEMPORARY RIPRAP, CLASS 1	50	TON			

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNITS PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
30	TEMPORARY RIPRAP, CLASS 2	100	TON			
31	TEMPORARY RIPRAP, CLASS 3	50	TON			
32	SILT FENCE (AND REMOVAL)	1,600	LF			
33	DRAINAGE SUMP EXCAVATION	120	CY			
34	FLOATING BASIN BOOM (TYPE 2)	100	LF			
35	TEMPORARY STONE NO. 4	100	CY			

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNITS PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
36	INLET PROTECTION, STAGE 3 OR 4	10	EA			
37	WATTLE	50	LF			
38	SILT DIKE	50	LF			
39	TEMPORARY EARTH BERM	400	LF			
40	GEOTUBE FILTRATION FABRIC (GFF)	18,500	SY			
41	STABILIZED CONSTRUCTION ENTRANCE	2	EA			

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNITS PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
42	SEDIMENT DEWATERING (INCLUDING PUMPS, FLOCCULANTS, DISCHARGE HOSE AND TREATMENT)	1	LS			
43	BARRICADES, TYPE III	2	EA			
99	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY ENGINEER	1	LS	\$100,000	ONE HUNDRED THOUSAND DOLLARS ZERO CENTS	\$100,000
IDENTIFY THIS TOTAL ON LAST PAGE						Base Bid Total

DEDUCT BID ITEM 1- DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES) FOR OFFSITE DISPOSAL (ORIGINAL CONTRACT TIME 365 DAYS)

D3	MUCK EXCAVATION (OFFSITE DISPOSAL) UTILIZING DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	105,000	CY			
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ADDITIVE BID ITEM 1- SMALL PORTION OF THE UPPER LAKE AT THE INFLUENCE OF TWELVE MILE (ADDITIONAL CONTRACT TIME 30 DAYS)

Note 1

A1	MUCK EXCAVATION OFFSITE DISPOSAL	2,500	CY			
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BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNITS PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
DA1	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	2,500	CY			

ADDITIVE BID ITEM 2- AN ADDITIONAL AVERAGE DEPTH OF 2 FT FROM THE LOWER LAKE (ADDITIONAL CONTRACT TIME 90 DAYS)

Note 1

A2	MUCK EXCAVATION OFFSITE DISPOSAL	60,000	CY			
DA2	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	60,000	CY			

ADDITIVE BID ITEM 3- AN AVERAGE DEPTH OF 3 FT FROM UPPER LAKE (ADDITIONAL CONTRACT TIME 45 DAYS)

Note 1

A3	MUCK EXCAVATION OFFSITE DISPOSAL	40,000	CY			
DA3	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	40,000	CY			

ADDITIVE BID ITEM 4-ADDITIONAL AVERAGE DEPTH OF 2 FT FROM THE UPPER LAKE (ADDITIONAL CONTRACT TIME 30 DAYS)

Note 1

A4	MUCK EXCAVATION OFFSITE DISPOSAL	25,000	CY			
DA4	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	25,000	CY			

NOTE 1: DEDUCT BID ITEM CONTRACT PRICE FOR D3, DA1, DA2, DA3, AND DA4 ACTUAL BID AMOUNT FOR UTILIZING DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES), NOT A DEDUCTION FROM THE GEOTUBE OPTION

Langan Park Stormwater Improvements Project No. 2021-2045-01

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN WORDS)	CONTRACT PRICE
1	MOBILIZATION	1	LS			
2	TEMPORARY (PORTABLE) CHAIN LINK FENCING - MAINTENANCE AND REMOVAL ONLY	1	LS			
3	SURVEY CONTROL	1	LS			
4	STORMWATER MANAGEMENT (INCL. PUMPING, BYPASS CHANNELS/PIPING, DIVERSION STRUCTURES, ETC.)	1	LS			
5	SITE CONTROLS (INCL. SIGNAGE, MAINTENANCE OF TRAFFIC, OVERALL SITE AND CONSTRUCTION AREA MAINTENANCE, ETC.)	1	LS			

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN WORDS)	CONTRACT PRICE
6	BOULDER STEP NO. 1 - COMPLETE (INCL. 40 - 2'x2'x2' BOULDERS, GEOTEXTILE FABRIC, CLASS 1 AND CLASS 2 RIPRAP, AND NO. 57 STONE)	1	LS			
7	BOULDER STEP NO. 2 - COMPLETE (INCL. 40 - 2'x2'x2' BOULDERS, GEOTEXTILE FABRIC, CLASS 1 AND CLASS 2 RIPRAP, AND NO. 57 STONE)	1	LS			
8	BOULDER STEP NO. 3 - COMPLETE (INCL. 40 - 2'x2'x2' BOULDERS, GEOTEXTILE FABRIC, CLASS 1 AND CLASS 2 RIPRAP, AND NO. 57 STONE)	1	LS			
9	BOULDER STEP NO. 4 - COMPLETE (INCL. 72 - 2'x2'x2' BOULDERS, GEOTEXTILE FABRIC, CLASS 1 AND CLASS 2 RIPRAP, AND NO. 57 STONE)	1	LS			
10	BIOENGINEERED BANK WRAP (INCL. CLASS 2 RIPRAP, COIR FABRIC, SOILS, WOOD STAKES, AND ANCHORING)	1,700	LF			

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN WORDS)	CONTRACT PRICE
11	STREAMBED RIFFLE MATERIAL - 2.5' THICK (50%/50% MIX OF CLASS 2 AND CLASS 3 RIPRAP, USING NO. 4 STONE, AND NO. 57 STONE TO FILL VOIDS)	475	CY			
12	NATIVE RIPARIAN SEED MIXTURE	1.5	AC			
13	LIVE OAK TREES (5-GAL.), INCL. STAKING, MULCHING, WATERING, FERTILIZING	20	EA			
14	SOUTHERN MAGNOLIA TREES (5-GAL), INCL. STAKING, MULCHING, WATERING, FERTILIZING	20	EA			
15	FINAL GRADING - COMPLETE (INCLUDING GEOTUBE DISPOSAL, TOPSOIL, SITE STABILIZATION AND CLEAN UP)	1	LS			

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN WORDS)	CONTRACT PRICE
16	PREFABRICATED PEDESTRIAN BRIDGES (60-FEET LONG EACH), INCLUDING CONCRETE ABUTMENTS	2	EA			
17	CONCRETE SIDEWALK (4" THICK)	500	SY			
18	SILT FENCING - MAINTENANCE, REPLACEMENT, AND REMOVAL ONLY (APPROX. 1,500 LF)	1	LS			
19	STABILIZED CONSTRUCTION ENTRANCE - MAINTENANCE AND REMOVAL ONLY	1	LS			
20	ROLLED EROSION CONTROL PRODUCT (RECP)	4,725	SY			

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN WORDS)	CONTRACT PRICE
21	ROCK CHECK DAMS	4	EA			
22	TEMPORARY SEEDING & MULCHING	3	AC			
23	PERMANENT SEEDING	4	AC			
24	FLOATING BASIN BOOM (TYPE 2)	50	LF			
99	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY ENGINEER	1	LS	\$100,000	ONE HUNDRED THOUSAND DOLLARS ZERO CENTS	\$100,000
A1	TENNESSEE FIELDSTONE BOULDERS (2' x 2' x 2')	10	EA			

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN WORDS)	CONTRACT PRICE
A2	CLASS 1 RIPRAP	50	CY			
A3	CLASS 2 RIPRAP	50	CY			
A4	CLASS 3 RIPRAP	50	CY			
A5	NON-WOVEN GEOTEXTILE FABRIC	50	SY			
A6	COIR MATTING (NORTH AMERICAN GREEN BIONET C700BN)	50	SY			

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN WORDS)	CONTRACT PRICE
A7	SOD (BAHIA)	50	SY			
<i>IDENTIFY THIS TOTAL ON LAST PAGE</i>						Base Bid Total

Clarifications In The Proposal

1. The unit price shall be written in word that identifies the dollars and cents
2. The bid items 11, 12 and 13 are associated with the dewatering of the dredge material. There are various materials of pipe, stone liner and etc. that are identified. The contractor can substitute, change or adjust these materials as approved by the engineer, as long as the intent of the description of work is accomplished.
3. Bid item 13 and 40 are both identified for use in the dewater pads in the beneficial area. Since only one of the items will be used, the Bidder can bid on either item and place a \$0.00 in the item not used.

Lake Dredging Base Bid _____

Park Stormwater Improvements Base Bid _____

Total (All base bid items listed in Proposal, for Dredging and Stormwater Improvements, excluding Deduct Bid Items and Additive Bid Items) _____

Written in words _____

Number of working days to complete: 365 Calendar Days

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

Unique Entity ID number. _____

By _____

Signature of Bidder _____
(If a Corporation)

By _____
President

Print

Secretary

Print

Treasurer

Print

Business
Address _____

Business
Address _____

Business
Address _____

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: _____
Secretary

State License Number

Corporate Seal

ATTACHMENT “B”

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.
4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be

responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: _____

Name of Project: Langan Lake Dredging & Langan Park Stormwater Improvements
Project Number: 2016-3005-34 & 2021-2045-01

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	<u>ESTIMATED SALES TAX AMOUNT</u>
<u>LAKE BASE BID ITEMS:</u>	\$ _____
<u>DEDUCT BID ITEM #1:</u>	\$ _____
<u>ADDITIVE BID ITEM #1:</u>	\$ _____
<u>ADDITIVE BID ITEM #2:</u>	\$ _____
<u>ADDITIVE BID ITEM #3:</u>	\$ _____
<u>ADDITIVE BID ITEM #4:</u>	\$ _____
<u>STORMWATER BASE BID ITEMS:</u>	\$ _____
<u>ALTERNATE BID ITEMS:</u>	\$ _____

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder _____
Mailing Address _____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title _____

Telephone Number _____