



## **Addendum No. 5**

To: Pre-Bid Meeting Attendees

From: Roger Washington  
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements  
Project #CN-015-25

Date: November 14, 2025

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 6, 2025. Acknowledge the receipt of this Addendum No. 5 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

**General:** NA

**Clarifications:**

Item 1. The Pre-Bid Meeting Agenda *with Modifications* and Pre-Bid Meeting Attendance Roster, dated November 13, 2025, are attached and form part of Addendum No. 5. Revisions to the Pre-Bid Agenda are indicated with a strike-through for deletions and *bold italic* typeface for additions.

**Forms and Specifications:** NA

**Drawings:** NA

**RFI's:** NA

**Attachments:**

1. Re-Bid Meeting Agenda *with Modifications*
2. Pre-Bid Meeting Attendance Roster (Dated 10/14/2025)
3. Re-Bid Meeting Attendance Roster (Dated 11/13/2025)
4. Bid Form

**END OF ADDENDUM NO. 5**

**ARTHUR R. OUTLAW CONVENTION CENTER  
MECHANICAL IMPROVEMENTS  
CN-015-25**

**PRE-BID CONFERENCE**

9:00 am November 13, 2025,  
1 South Water Street, Mobile, Alabama 36602

**AGENDA w/ Modifications**

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
2. Introductions - Owner Contacts, Engineers & Consultants, AE Project Manager.
3. Pre-Bid requirements: In order to submit a bid, contractors shall be required to obtain a project manual to be on the attendance roster.
4. Discussion of Scope of Work.
  - a. The project consists of the replacement of chiller #3. In order to replace chiller #3, Chiller #2 will need to be disconnected and shifted to allow room for the chiller to pass by, then be reconnected. Additionally, the three chilled water pumps and three condenser water pumps are to have VFD's installed on the existing pumps.
  - b. There is a ~~\$20,000.00~~ **\$50,000.00** Contingency Allowance. Allowances shall be utilized only after advance written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.
  - c. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.
  - d. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.
  - e. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board.
  - f. Contractor shall have access to the site seven days a week, 6:00 am until 6:00 pm unless approved differently by Project Manager and Facility Management.
  - g. Contractor shall keep an exceptionally clean site. The Convention Center will continue to operate during normal business hours. All Construction and lay down areas must be protected from public and facility staff.
  - h. The Convention Center shall provide an alternative entry into the Mechanical Room if necessary. This entry shall be coordinated with the Contractor but at no time shall the Contractor block this entry during construction.
  - i. The Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.
  - j. Protect all existing equipment in and around the construction area. Contractor shall be responsible for equipment damaged throughout the course of the work. It is advised that the Contractor document the area before beginning Construction.

- k. Remove waste, spoils, surplus materials, rubbish, from the site daily. Any equipment removed should be hauled away and not left on site at the end of the work day.
- l. Storm and Wastewater:
  - i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
  - ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
- m. Any observed discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Roger Smith at [roger@smitheng.us](mailto:roger@smitheng.us) and Roger Washington at [roger.washington@cityofmobile.org](mailto:roger.washington@cityofmobile.org).
- n. Cut off time for submission of RFIs is by 3:00 pm 7 days before the bid opening date. All requests are to be submitted via e-mail to Roger Smith and Roger Washington.
- o. Cut off time for substitution requests is by 3:00 pm 7 days before the bid opening date. Substitution approvals are Pre-Bid only. All requests are to be submitted via e-mail to Roger Smith and Roger Washington.
- p. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail. Only clarifications immortalized in Addendums are valid.
- q. Contractor shall be responsible for contacting line locators where necessary.

5. Special Instructions or conditions.

- a. Equal Opportunity:
  - i. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
  - ii. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
  - iii. The Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted.
  - iv. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
  - v. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.
- b. City of Mobile permits are required for the construction, but are available without cost to the Contractor. General Contractor, Plumbing Contractor, and Electrical Contractor shall have a current \$10,000 Surety Bond on file with the City of

Mobile Permitting Division prior to issuance of permits and throughout the contract duration.

6. Bidding instructions, forms, special requirements and time.
  - a. Contractor's submit pre-qualifications prior to bidding, using the attached pre-qualification packet provided in Addendum No. 3. The pre-qualification submittal shall be due on or before November 19, 2025, by 3:00PM.  
Contractor's submitting pre-qualification proposals will be notified regarding their status on or around November 21, 2025.
  - b. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 3<sup>rd</sup> day of December 2025.
    - i. Due to restricted access to Government Plaza offices, it is recommended that Bids be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail. Bidders are responsible for ensuring their bids arrive by the bid time and date.
    - ii. Or, if sent by another carrier, addressed to the City Clerk, 9TH floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bidders are responsible for ensuring their bids arrive by the bid time and date.
    - iii. Bidders delivering Bids in person shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.
  - c. All Bids not clocked in by the City Clerk's Office prior to the specified time, or Bids received after the specified time, will be automatically rejected, and returned immediately, unopened.
  - d. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.
  - e. This is a tax-exempt project. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax-exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.
7. Additional Requirements at time of Contract execution:
  - a. A valid City of Mobile business license for the duration of the contract period
  - b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing the construction contract. (see Project Manual)
  - c. Performance Bond and Labor & Material Payment Bond are required.
  - d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).
  - e. Builder's Risk Insurance:
    - i. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during

construction, fabrications, storage, transport and erection of any equipment.

- ii. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

8. Payment requirements.

- a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
- b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published four times in a local newspaper of general circulation.
- c. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage.

9. Owner/City of Mobile contacts and phone numbers:

- a. Roger Smith: 251-402-1364 (Smith Mechanical Consulting & Design)
- b. Roger Washington: 251-208-7812 (Capital Improvement Project Manager)

10. Walk of Site

11. Adjourn

[illegible]

[illegible]

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

**TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633**

**REF: PROJECT NO.: CN-015-2025**  
**PROJECT NAME: Arthur R Outlaw Convention Center – Mechanical Improvements**  
**PROJECT LOCATION: 1 South Water Street**  
**Mobile, Alabama, 36602**

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Consultant dated September 6, 2025; and all Addendum (a) Number(s) \_\_\_\_\_, dated \_\_\_\_\_, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**ALABAMA GENERAL CONTRACTOR LICENSE NO.** \_\_\_\_\_

**CITY OF MOBILE BUSINESS LICENSE NO.** \_\_\_\_\_

**SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO.** \_\_\_\_\_

**SECRETARY OF STATE OF ALABAMA ACCOUNT NO.** \_\_\_\_\_

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☐ A Corporation ☐ A Partnership ☐ An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) calendar days from the date of the Notice to Proceed.



|                                       |    |       |                     |
|---------------------------------------|----|-------|---------------------|
| <b><u>Base Bid:</u></b>               | \$ | _____ | <b>.00</b>          |
| <b><u>Contingency Allowance:</u></b>  | +  | \$    | <b>50,000.00</b>    |
| <b><u>Total Base Bid:</u></b>         | \$ | _____ | <b>.00</b>          |
| (Fill in here and in Total Bid below) |    |       |                     |
| <b>TOTAL BASE BID:</b> _____          |    |       |                     |
| _____ Dollars, (\$                    |    | _____ | <b>.00</b> )        |
| (Amount in Words)                     |    |       | (Amount in Figures) |

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

**CONTINGENCY ALLOWANCE:** \$50,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

**BID SECURITY:** The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than \$10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

**AMERICANS WITH DISABILITIES ACT (ADA):** The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

**NONDISCRIMINATION:** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

**SIGNATURE:** If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if

any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

**COMPANY NAME:** \_\_\_\_\_  
(Printed or Typed)

**BY:** \_\_\_\_\_  
(Signature of Company Officer)

**COMPANY OFFICER:** \_\_\_\_\_  
(Printed or Typed)

**TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_, 2021  
(Printed or Typed)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
Notary Public

- Attachments:
1. Bid Security, with Power of Attorney
  2. Secretary of State Authorization (Out of state bidders only)
  3. Sales Tax Form C-3A
  4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM