



Addendum No. 4

To: Pre-Bid Meeting Attendees and City of Mobile Bidding Website

From: Cindy Klotz, CIP PM
City of Mobile Architectural Engineering Department

Re: City of Mobile Alabama – Cathodic Protection for Bulkheads
155 and 201 South Water Street
Mobile, Alabama 36602
CT-018b-21

Date: April 16, 2023

This Addendum forms a part of, and modifies, the Project Manual for the above referenced project, dated February 27, 2023. Acknowledge the receipt of this Addendum No. 4 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Item 1: A Second Pre-Bid Meeting was held on March 27, 2023. There were no bidders attending who did not attend the first Pre-Bid. There were no attendees by telephone. The Pre-Bid Meeting Agenda ***with Modifications*** and Pre-Bid Meeting Attendance Roster, dated March 27, 2023, are attached and form part of Addendum No. 4. Revisions to the Pre-Bid Agenda are indicated with a strike-through for deletions and ***bold italic*** typeface for additions.

Item 2: Builder's Risk Insurance required in the Insurance Section of the AIA A101, Standard Form of Agreement Between Owner and Contractor, found in the Project Manual – Article 8.5, page 8, shall be deleted and replaced with "Contractor shall provide an 'Installation Floater' to cover the value of the components of the Work of the Contract on the jobsite."

Item 3: Clarification: The City is providing no work relating to this project. See RFI Section Item 1 below.

Item 4: Bid Form has been replaced to update the term of the Contract per Addendum #2.

Forms and Specifications:

Item 1: Delete Section 00400 Bid Form found in Project Manual and replace with attached Section 00400 Bid Form, labeled Addendum #4. Use this Bid Form when submitting your Bid.

Drawings:

Item 1: A sketch of the concrete patching/replacement required in areas when and if the pavers/concrete will be removed between the existing grade beam and the stem wall of the relieving platform.

RFIs:

Item 1:

Question: “I remember during the Pre-bid meeting that the contractor was to install AC conduit from the Power panel to the rectifiers. However, the specs reference the City of Mobile installing disconnects to within 10 feet of the rectifiers. What should we include in our quote.

- On pages 178, 192, of the specs Section 1.7 states The City of Mobile will be responsible for furnishing and installing AC Power to the rectifiers.
- On Page 183, 197, of the specs Section 2 AC Power references Section 1.7
- On Page 208, 228 of the specs Section 5 states the City of Mobile will provide AC Power disconnect..
- On Page 212, 232 of the specs Section 2 states City of Mobile will provide AC Power Disconnect within 10 feet of rectifier.”

Answer: All of the Sections noted above, and any that may be missing from the above RFI referring to Work or Equipment provided by the City of Mobile, are in error. All Work of the contract and equipment necessary is to be provided and furnished by the Contractor. **The Cathodic Protection System, and all Work of the system as shown in the Project Manual and Drawings and Addenda is a complete turn-key system.** The City of Mobile will provide no Work or equipment for this project.

Attachments:

Item 1: Sketch labeled: “Replacement Slab Section – Add #4”

Item 2: Section 00400 Bid Form, labeled Addendum #4

Item 3: Pre-Bid Meeting Minutes with Modifications and Attendance Roster from the Second Pre-Bid Meeting are attached.

END OF ADDENDUM NO. 4

City of Mobile, Alabama
Cruise Terminal & Gulf Quest Maritime Museum
Cathodic Protection for Bulkheads
CT-018b-21

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.: CT-018b-21

PROJECT NAME: City of Mobile, Alabama

Cathodic Protection for Bulkheads

PROJECT LOCATION: 155 & 201 South Water Street, Mobile, Alabama

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 Barter & Associates, Inc. dated February 24, 2023; and all Addendum (a) Number(s) _____, dated _____, 2023 (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 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 Two Hundred Ten (210) calendar days from the date of the initial Notice to Proceed.

City of Mobile, Alabama
Cruise Terminal & Gulf Quest Maritime Museum
Cathodic Protection for Bulkheads
CT-018b-21

Base Bid: \$ _____
Contingency Allowance: + \$ **100,000.00**
Total Base Bid: \$ _____
(Fill in here and in Total Bid below)
TOTAL BASE BID: _____

_____ Dollars, (\$ _____)
(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: \$100,000.00 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 an Alabama 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 \$10,000.00, 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.

City of Mobile, Alabama
Cruise Terminal & Gulf Quest Maritime Museum
Cathodic Protection for Bulkheads
CT-018b-21

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 ninety (90) 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)

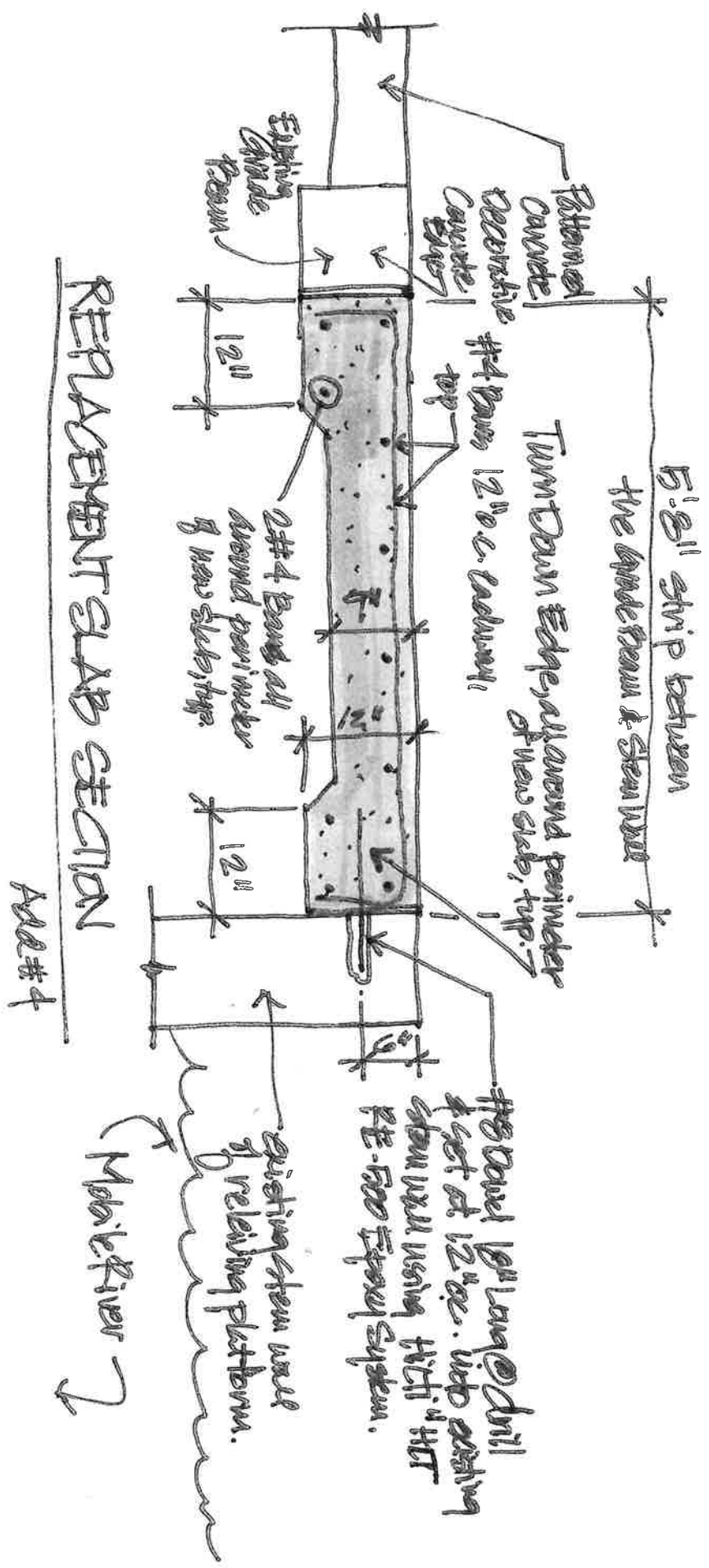
TITLE _____ **DATE** _____, 2023
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____ 2023

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
 5. AAMP (NACE) Accreditations
 6. Documentation of Cost of Equipment included in the Bid Proposal that will support the basis of future requested cost increases

END OF BID FORM



City of Mobile, Alabama Cruise Terminal
Cathodic Protection
CT-018b-21

2nd PRE-BID CONFERENCE
3:00 pm March 27, 2023

155 and 201 South Water Street
Mobile, Alabama 36602

AGENDA *with 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, Architect & Consultants, AE Project Manager.
3. Discussion of Scope of Work.
 - a. The project includes installation of a cathodic protection system in one (1) phase. It includes infrastructure for cathodic protection systems as well as landside and waterside cathodic protection systems as detailed in the project documents.
 - i. Cruising starts October 2, 2023; contractor may not work on site on cruising days. Refer to schedule of cruising in the project manual.
 - ii. Starting January of 2024, ADELTE may be assembling a new SeaPort Boarding Bridge on the dock. Contractor may need to coordinate with this activity.
 - iii. Access to the electrical panel is through the Customs and Border Protection secure enclosure and must be scheduled at least 72 hours in advance with them. Supervision by CBP is required.
 - b. A TWIC Card will be required for all workers starting in October of 2023.
 - c. Protect existing building and site along with furniture, cars, and plantings through the course of construction. Present protection plan for protection items that cannot be moved to Owner and Project Manager.
 - d. Limited access to the site will be allowed for dumpsters, lifts, cranes, etc. Present staging plan for use of site for approval prior to construction.
 - e. 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.
 - f. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board to ensure they are eligible to bid and construct the Work.
 - g. The construction period, including the submittal and ordering of materials is two hundred ten (210) calendar days from the date of the initial Notice to Proceed. This period includes expected rain days. See Project Manual for process of submitting rain days for approval, and what conditions qualify as rain days.
 - h. Contractor's labor and materials warrantee is five (5) years.
 - i. Contractor shall have access to the site M-F during daylight hours. Weekend work, if desired, shall be requested in writing and approved in advance in writing by Project Manager. CT staff must be present when workers are on site. Provide 72 hours advanced notice so that staffing can be organized.

- j. Any utility interruption should be requested in writing at least 72 hours in advance, and interruptions shall be approved in writing by Project Manager. Because of the functions of the cruise terminal, desired utility interruptions may be refused. Please schedule interruptions well in advance to accommodate everyone's schedule.
- k. If a section of concrete is removed between cruises, a steel plate shall be provided to cover the gap to ensure forklift traffic can continue unimpeded.
- l. Contractor shall keep an exceptionally clean site. The facilities will continue to operate during normal business hours. All Construction and lay down areas must be protected from public and staff. The City is not responsible for security of Contractor's materials or equipment.
- m. Contractor may utilize without cost and in moderation the facility's power and water. Contractor shall provide their own power cords, hoses, etc. Contractor may not use restroom facilities of the facilities. Contractor shall provide a port-a-potty and handwashing station.
- n. Contractor shall submit for approval a staging plan for dumpster locations, port-a-potty and hand washing station, materials staging, lift placement, etc.
- o. Protect all concrete sidewalks, pads, paving, landscaping, fences, and other site items. Contractor shall be responsible for re-pouring any concrete cracked or damaged through the course of the work. It is advised that the Contractor document the area before beginning Construction.
- p. Workers shall hold TWIC cards and shall wear identifying T-shirts and name tags, and shall be always masked while in the building. Construction dust shall be always minimized, particularly in the interior. Contractors shall schedule with the building managers in advance for interior access.
- q. The site is a non-smoking site; workers may not smoke on site at all. Remove to the outside of the secure area to smoke.
- r. Remove waste, spoils, surplus materials, rubbish, and construction facilities from the site. On-Site Dumpster location to be coordinated with Owner Contact. Do not use facilities waste bins or dumpsters. Site must be kept clean.
- s. 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.
 - iii. Note all exterior washing/cleaning activities requires an approved submittal thru the City of Mobile Environmental Department.
- t. Any observed ambiguities, discrepancies, omissions, or errors in any part of the contract documents shall be submitted as written RFIs to Marc Barter via e-mail by 3:00 PM 5 days before the bid opening. Answers will be given through written Addendum only.
- u. Official clarifications or corrections will be made by written addendum sent to all pre-bid attendees via e-mail and posted on the COM bidding website.
- v. Substitution requests shall be made at least seven (7) calendar days prior to bid. All substitutions for named materials must be pre-approved before the bid.

4. 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 follow 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 at each facility.
 - 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.
 - vi. A Directory of DBE Vendors can be found at the following location:
<https://workwith.cityofmobile.org/>

5. Bidding instructions, forms, special requirements and time.
 - a. Bids are due to the City Clerk's Office by 2:15PM, Wednesday, April 5, 2023. See Project Manual for additional requirements and instructions. Bids will be publicly opened in the Atrium at 2:30PM.
 - b. There is a \$100,000.00 Contingency Allowance. Allowances shall be utilized only after advanced written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order. All proposals for allowances shall be broken out as described in the Project Documents.
 - c. All Bids not clocked in by the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected, and returned immediately, unopened.
 - d. Bids will be publicly opened and read Wednesday, April 5, 2023 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.

6. 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 of the construction contract. (see Project Manual)

- c. Bid Security, 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 and Installation Floater - please review carefully all the endorsements and amounts of Builder's Risk insurance required. See Project Manual:
 - i. ALL RISK Builder's Risk coverage at each facility 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. The entire policy, along with all endorsements and riders shall be provided to the Owner.
7. 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.
8. Owner/City of Mobile contacts and phone numbers:
- a. Cindy Klotz: 251-208-7633 (City of Mobile Project Manager)
9. Walk of Site

Questions and clarifications from 1st Pre-bid Site Walk:

- a. Question: Will the Owner provide line locators?
Answer: No, contractor to provide his own line locator on public and City property.
- b. Question: At colored and stamped concrete, is the replacement required to match existing?
Answer: No, concrete can be smooth in texture and concrete colored.
- c. Question: At paved brick areas that will be disturbed, can brick pavers be replaced with concrete paving?
Answer: Yes, concrete paving is 9" reinforced concrete and must be doweled into the remaining concrete. A section detail will be provided in a future addendum.
- d. Question: There is a conflict in the bidding documents regarding the acceptability of and handling of future price acceleration between specs and front-end documents.

Answer: Contrary to conversation at the site and front-end documents, there will be a mechanism for price accelerations beyond the contractor's control. A resolution of this question is outlined in Addendum #2.

- e. Question: A bill of materials was included in some sections and not others, and the warrantee periods in the cathodic protection spec conflict with front-end documents.

Answer: See Addendum #2.

10. Adjourn

11. ***Note: There were no modifications as a result of the Pre-Bid Meeting***

