CITY OF MOBILE CONTRACT

MOBILE RIVERFRONT DEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES

PROJECT NO. PR-029-22

CONTRACT DOCUMENTS HAVE BEEN REVIEWED FOR USE BY:

CITY OF MOBILE

TECHNICAL SPECIFICATIONS PREPARED BY:

Moffatt & Nichol (Project No. 10961-04)

ADDENDUM NO. 1

Date Issued: August 15, 2025

This Addendum No. 1 shall be part of the above referenced project.

Acknowledge receipt of this Addendum No. 1 by inserting its number in the space provided in the Bid Form of the Request for Proposals. Failure to do so may subject the bidder to disqualification.



Sai Duvvuri, P.E. Moffatt & Nichol

DISCLAIMER:

It is the sole responsibility of the Contractor to read and understand all terms and provisions contained in this document, as it is a legally binding contract. Contractors are encouraged to consult legal counsel prior to its execution

CITY OF MOBILE CONTRACT

PR-029-22 – MOBILE RIVERFRONT DEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES

CITY OF MOBILE, ALABAMA

This addendum includes pre-bid sign-in sheet and agenda, bid submittal checklist, responses to contractor questions and revised contract language. This addendum consists of a total of 63 pages, including the cover page. A final addendum will be posted on Friday, August 22, 2025, by COB that will include any remaining questions received prior to the deadline of 12pm on Wednesday, August 20, 2025, and an updated proposal form. It is also issued for the purpose of adding, as applicable, the attached specified items to the original Contract Documents, or deleting, as applicable, the attached specified items from the original Contract Documents. The Addendum and attachments shall be construed as much a part of the original Contract Documents as contained therein. Changes made by Addenda shall take precedence over original Contract Documents.

RECEIPT OF ADDENDA

Bidder has examined the Bidding Documents including the following Addenda. Bidder shall write in Addenda number and date below and attach to proposal thereby acknowledging receipt of said Addenda.

Addendum No.	Addendum Date
1	08/15/2025

PART I – CONTRACTORS QUESTIONS

Contractor's Questions and Engineer's Responses

1. What is the project budget?

Response: The estimated probable cost of construction is \$2.5 million.

2. Will the city accept a major classification of Highways and Streets(HS) or SC-Concrete to bid this project? Both seem applicable since the majority of the Hardscape work is concrete and all specifications have to meet the Department of Transportation specs.

Response: Major Classifications has been updated under "Invitation to Bid". View with the attachment from this Addendum No.1.

- 3. Please clarify, according to the agenda the following classifications are needed.
 - b. Contractor's license number with Municipal & Utility (MU) Major Classification.
 - i. MU (Municipal & Utility) or MU-S with Recreation Areas, Site Work Grading, and

Concrete.

ii. HS (Highways & Streets) or HS-S with Site Work Earthwork and Concrete.

I think I heard you say we need either "b." or "I & II". Checking with the Board of Alabama General Contractors 50% rule it appears based on the project specs having "b." or "I." may qualify to bid this project. Please verify. Thank You.

Response: Contractor's license number with any of the Major Classifications listed below:

- 1) MU (Municipal & Utility)
- 2) MU-Specialty with Recreation Areas, Site Work Grading, AND Concrete (must have all three)
- 3) HS (Highways & Streets)
- 4) HS-Specialty with Earthwork AND Concrete Pavement (must have both)

PART II – Modifications to Contract Documents, Technical Specification, Plans, and Other Documents

CONSTRUCTION CONTRACT:

"Replace the following contract changes documents with the attachments provided in this Addendum No. 1."

1. TABLE OF CONTENTS

Amend the Table of Contents as follows: Remove Attachments K, L, M, and N.

2. ITEM I – INVITION TO BID

Remove the following:

- The GOMESA Act, 33 U. S. C. 1321(t) et seq., the U.S. Department of the Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F.R. §§ 34, Subpart F, all applicable terms and conditions in 2 C. F. R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.
- The Contractor and his subconsultants will each be required to furnish their individual Unique Entity Identifier or UEI number and submit proof of active sam.gov registration with their proposal. Proof of pending UEI registration application to sam.gov will be accepted. Failure to furnish this information will result in a non-responsive bid.
- ... a Municipal & Utility (MU), Major Classification...

Amend the paragraph to say:

Any contractor that desires to bid as a prime contractor must possess one of the following: MU
(Municipal & Utility) Major Classification; MU-S with Recreation Areas, Site Work Grading,
and Concrete; HS (Highways & Streets) Major Classification; or HS-S with Site Work,
Earthwork, and Concrete per Section 230-X-.27 of the State of Alabama Licensing Board for
General Contractors Administrative Code.

Amend Section 14 - Pre-Qualification of Bidders to say

- Any contractor that desires to bid as a prime contractor must possess one of the following: MU (Municipal & Utility) Major Classification; MU-S with Recreation Areas, Site Work Grading, and Concrete; HS (Highways & Streets) Major Classification; or HS-S with Site Work, Earthwork, and Concrete per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

Remove the following from Section 22 – Grant Information

- ...the GOMESA Act, 33 U. S. C. 1321(t) et seq., the U.S. Department of the Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart F, all applicable terms and conditions in 2 C. F. R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.
- B. D AVIS BACON AND RELATED ACTS: The Davis-Bacon Act and Related Acts are applicable to construction activities under this Contract. The prime contractor, all subcontractors, and all lower-tier sub-contractors must comply with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). The Contract Work Hours and Safety Standards Act (29 CFR §5.5(b)) applies to this contract and the Copeland "Anti-Kickback" Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") also applies to all work performed. Detailed information regarding compliance with the aforementioned labor standards is included in the ADCNR Required Attachments Section of the Contract Documents. See Attachment K of the Contract Documents for the applicable prevailing wage determination issued by the Department of Labor. The decision to award a contract or subcontract is conditioned upon the acceptance of this wage determination, which may be superseded by addendum.
- C. D EBARMENT AND SUSPENSION: All Bidders must obtain a SAM registration and Unique Entity Identifier (UEI) number that is required for any entity to bid on and get paid for federal contracts or to receive federal funds. See (Provision (HJ, 2 CFR 200 Appendix II). conditions in 2 C. F. R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor the GOMESA Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the GOMESA Council.

4. ITEM III – PROPOSAL

Replace the "Proposal" from the IFB documents with the attachment from this Addendum No.1

"Following items have been removed from the Base Bid

- Bid Item No. 6.4 (Concrete pedestals for statues A & B, pedestal dimensions vary, include reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.)
- Bid Item No. 2.1 Type B Crushed Aggregate Base (ALDOT 301A012, Compacted)
- Bid Item No. 2.2 Geotextile
- Bid Item No. 2.3 Removal of unsuitable soils (Includes trucking and disposal of materials)

Following item has been added to the Unit Prices

- Item 4 - Aggregate Base with Geotextile – 6" thick aggregate base course, including installation of geotextile fabric beneath the base. Work shall be inclusive of all labor, materials, equipment, and incidentals required for complete installation. – 500 square yard

Contingency Allowance have been updated to \$50,000.00"

5. ITEM IX – ARTICLES OF AGREEMENT

Remove the Federal Government's Right to Inspect, Audit, and Investigate

- (37) Access to Records
- i. The Treasury, the Treasury Office of Inspector General, and the Government Accountability Office-have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
- ii. Contractor must make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
- (38) Access to the Recipient's Sites
- i. The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

6. ATTACHMENTS

"Remove the following attachments"

- Attachment "K" Procurement of Recovered Materials
- Attachment "L" Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- Attachment "M" Labor Standards Supplementary Conditions to the Construction Contract
- Attachment "N" UEI and SAM.gov Verification Form & FFATA Disclosure Statement

<u>Technical Specifications:</u>

Not used

Plans:

"Replace the following sheets from the IFB documents with the attachment from this Addendum No.1"

- Sheet GA101 Bronze statues are not going back into the Park. Only concrete pads are in the park that need to be removed. 200 Year Survey of the Coast monument going back into the Park. To be coordinated with NOAA.
- Sheet G-101 US Coast Guard monument already removed. Bronze statues already removed. Light poles dropped.
- Sheet G-102 Bronze statues are not going back into the Park.
- Sheet LD101 –Sago palms already removed. Crepe Myrtles near South Coffer Cell are already removed.
- Sheet D-101 Updating callouts on previously removed light poles.
- Sheet LS101 Bronze statues are not going back into the Park. 200 Year Survey of the Coast monument placed in Park.
- Sheet LS102 Bronze statues are not going back into the Park.
- Sheet LS106 200 Year Survey of the Coast monument going back into the Park. To be coordinated with NOAA.
- Sheet LS504 Bronze statues not going back into the Park. Only concrete pads are in the park that need to be removed.
- Sheet LG101 Bronze statues are not going back into the Park. 200 Year Survey of the Coast monument placed in Park.
- Sheet LG102 Bronze statues are not going back into the Park.
- Sheet LG105 Turn off contours of Coffer Cells.
- Sheet LJ101 Bronze statues are not going back into the Park. 200 Year Survey of the Coast monument placed in Park.
- Sheet LJ102 Bronze statues are not going back into the Park.
- Sheet LJ106 200 Year Survey of the Coast monument going back into the Park. To be coordinated with NOAA.
- Sheet LP101 Bronze statues are not going back into the Park. 200 Year Survey of the Coast monument placed in Park.

- Sheet LP102 Replace viburnums with wax myrtles (specifically the tree form, large size, B&B). Replace the sabal minor with blue cascade distylium. Bronze statues are not going back into the Park.
- Sheet LP103 Replace viburnums with wax myrtles (specifically the tree form, large size, B&B). Replace the sabal minor with blue cascade distylium.
- Sheet LP106 200 Year Survey of the Coast monument going back into the Park. To be coordinated with NOAA.
- Sheet LP501 Replace viburnums with wax myrtles (specifically the tree form, large size, B&B). Replace the sabal minor with blue cascade distylium.
- Sheet ED101 Updating callouts on previously removed light poles.
- Sheet E-101 Updating callouts on previously removed light poles. Bronze statues are not going back into the Park.

PART III – Attachments

PART III – ATTACHMENTS (Contract)

CONTENTS

ITEM I – Invitation to Bid	3
ITEM II – Instructions to Bidders	7
ITEM III – Proposal	13
ITEM IV – Bid Bond	22
ITEM V – Labor and Materials Bond	24
ITEM VI – Performance Bond	26
ITEM VII – Certificate of Contractor's and Subcontractor's Insurance	29
ITEM VIII – Special Provisions	31
ITEM IX – Articles of Agreement	39
ITEM X – Supplemental Specifications	55
Location	ATTACHMENT A
Contractor's Insurance Certification	ATTACHMENT B
Subcontracting Plan, E-Verify Affidavit, DBE Utilization Report	ATTACHMENT C
Certifications, Affidavits, & Project Closeout	ATTACHMENT D
Sign Details	ATTACHMENT E
Geotechnical Reports and/or Mix Designs	ATTACHMENT F
Tax Exemption	ATTACHMENT G
GOMESA Component Award Tasks, Terms and Conditions	ATTACHMENT H
ADCNR Sub-ward GOMESA Grant Agreement #G-CMRPE/21/CM	ATTACHMENT I
ADCNR Sub-ward GOMESA Grant Agreement #G-CMRPEII/24/CM	ATTACHMENT J
Procurement of Recovered Materials	ATTACHMENT K
Contract Provisions for Non-Federal Entity Contracts Under Federal Awa	rds ATTACHMENT L
Labor Standards Supplementary Conditions to the Construction Contract	. ATTACHMENT M
UEI & FFATA Forms	ATTACHMENT N

<u>ITEM I</u> INVITATION TO BID

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, Wednesday, AUGUST 27, 2025, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: PR-029-22

Project: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great

Lawn Upgrades

Project Description: Landscaping, Hardscaping

Use of Gender. The use of any gender herein shall be deemed or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

Plans and Conract Documents are available and may be obtained by prime contractor bidders by emailing the Project Administrator at qsmith@moffattnichol.com. Printed copies of the Bidding Documents may be obtained from the Issuing Office (address: 11N Water Street, Suite 20220, 36602, 337-889-8281 with 24-hour notice (send notice Mobile, Ph qsmith@moffattnichol.com), during the hours indicated above, upon payment of a deposit of \$175.00 for each set. Said cost represents the cost of printing, reproduction, handling, and distribution, therefore no refund will be granted. Cashier's checks for Bidding Documents shall be payable to "Moffatt & Nichol." Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor the Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

No Bid Packages and no Specifications will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Wednesday, AUGUST 20, 2025.

A Mandatory Pre-Bid Conference will be held in the Commission Conference Chamber, 1st Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, AUGUST 13, 2025 at 11:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto (e.g. entire bid package) are returned with the bid and the Proposal sheet attached.

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract

will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast states Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award funding from the Gulf Of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast States Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the GOMESA Act, 33 U. S. C. 1321(t) et seq., the U.S. Department of the Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F.R. §§ 34, Subpart F, all applicable terms and conditions in 2 C. F. R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor the GOMESA Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the GOMESA Council.

All bidders must make positive efforts to use small and minority owned business and women business enterprises. Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. Bidders must pay special attention to the requirements of the City of Mobile Subcontractor and Major Supplier Plan. The City of Mobile requires that bidders comply with City Ordinance 4-034-2018 Chapter. Refer to 2 CFR 200.321 and the City of Mobile's Subcontractor and Major Supplier Plan included in the bid package for detailed language.

The Contractor and his subconsultants will each be required to furnish their individual Unique Entity Identifier or UEI number and submit proof of active sam.gov registration with their proposal. Proof of pending UEI registration application to sam.gov will be accepted. Failure to furnish this information will result in a non-responsive bid.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the City of Mobile, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company registered to do business in Alabama acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU), Major Classification one of the following: MU (Municipal & Utility) Major Classification; MU-S with Recreation Areas, Site Work Grading, and Concrete; HS (Highways & Streets) Major Classification; or HS-S with Site Work, Earthwork, and Concrete per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code. The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES, City of Mobile Project No. PR-029-22, in the City of Mobile, Alabama".

Bid schedule - Subject to change with notice on www.cityofmobile.org/bids Advertisement: Wednesday, 7/16/25 - Wednesday, 7/30/25

Mandatory Pre-Bid Meeting: Wednesday, 8/13/25 at 11am, Commission Conference Chamber, Govt. Plaza

Pre-Bid Questions Due: Wednesday, 8/20/25 at 12pm

Bid Opening: Wednesday, 8/27/25 at 2:30pm, Commission Conference Chamber, Govt. Plaza

PLEASE PUBLISH IN THE ISSUES OF: <u>LAGNIAPPE JULY 16, 2025</u>, <u>JULY 23, 2025</u>, & <u>JULY 30, 2025</u>.

<u>ITEM II</u> INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents. BIDS SHALL REMAIN VALID FOR 90 DAYS AFTER BID OPENING.

2. <u>LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE,</u> ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction**, **2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default. Bid bond shall remain valid for 90 days after bid opening.

8. **BONDS AND INSURANCE:**

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **Mobile Riverfront Redevelopment**, **Cooper Riverside Park**, **Great Lawn Upgrades**, City of Mobile Project No. **PR-029-22**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification one of the following: MU (Municipal & Utility) Major Classification; MU-S with Recreation Areas, Site Work Grading, and Concrete; HS (Highways & Streets) Major Classification; or HS_S with Site Work, Earthwork, and Concrete per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials

or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City of Mobile.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Project Manager will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) <u>Limitations</u>: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) <u>Subcontractor's Status:</u> A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Project Manager may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

- (a) Notice of Intent: The Contractor shall give the City Project Manager definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Project Manager at least forty-eight (48) hours notice in writing before resuming operations.
- **(b)** General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Project Manager. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Project Manager will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Project Manager may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

22. GRANT INFORMATION:

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf Of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast states Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the GOMESA Act, 33 U. S. C. 1321(t) et seq., the U.S. Department of the Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart F, all applicable terms and conditions in 2 C. F. R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor the GOMESA Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the GOMESA Council.

INFORMATION FOR BIDDERS RELATED TO GOMESA ACT FUNDING

- A. MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS: Documentation of compliance with the MBE/WBE requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/WBE requirements and required documentation are outlined in ADCNR Required Attachments Section of the Contract Documents. Failure on the part of the contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.
- B. DAVIS BACON AND RELATED ACTS: The Davis Bacon Act and Related Acts are applicable to construction activities under this Contract. The prime contractor, all subcontractors, and all lower-tier sub-contractors must comply with the Davis-Bacon Act (40 USC, 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). The Contract Work Hours and Safety Standards Act (29 CFR §5.5(b)) applies to this contract and the Copeland "Anti-Kickback" Act (40 USC, 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") also applies to all work performed. Detailed information regarding compliance with the aforementioned labor standards is included in the ADCNR Required Attachments Section of the Contract Documents, See Attachment K of the Contract Documents for the applicable prevailing wage determination issued by the Department of Labor. The decision to award a contract or subcontract is conditioned upon the acceptance of this wage determination, which may be superseded by addendum.
- C. DEBARMENT AND SUSPENSION: All Bidders must obtain a SAM registration and Unique Entity Identifier (UEI) number that is required for any entity to bid on and get paid for federal contracts or to receive federal funds. See (Provision (HJ, 2 CFR 200 Appendix II). conditions in 2 C. F. R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor the GOMESA Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the GOMESA Council.

ITEM III PROPOSAL

TO:	Honorable Mayor	Date
	City of Mobile	
	Mobile, Alabama	

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, the General Conditions of the Specifications and the drawings, as prepared by the City Project Manager, as well as the premises

Project No: PR-029-22

Project Name: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn

Upgrades

Project Description: Landscape and Hardscape.

Major work items include: Concrete

The Bidder further agrees to construct the improvements in 180 working days (Base Bid) as chosen by the City.

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 project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

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.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Moffatt & Nichol, Project Manager - Sai Kiran Duvvuri, PE, Email – sduvvuri@moffattnichol.com. In order to receive consideration, the request must be received before 12:00 p.m. on August 20, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

Project No. PR-029-22 MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK GREAT LAWN UPGRADES ITEMS FOR BID

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN	WORDS	BID UNIT PRICE	BID AMOUNT
GENERAL CONDITIONS	1.1	1	LUMP SUM	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)		Dollars Cents		
GENERAL C	ONDIT	IONS SUBTO	OTAL	For	Dollar			

BID ITEM	BID					BID UNIT	
BID ITEM	ITEM		BID			PRICE	
	NO.	BID QTY	UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	THEE	BID AMOUNT
	2.1	1	LUMP SUM	Demolish luminaires, light pole foundations and electrical lighting conductors as specified on Demo plans. Remove and salvage specified luminaires and light poles. See electrical demolition sheet ED101 and electrical schedule sheet E-601.	For Dollars And Cents		
	2.2	1	LUMP SUM	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail, and flag poles, and other remaining site furnishings not listed specifically. Refer to sheet G-101.			
REMOVALS / DEMOLITIONS	2.3	1	LUMP SUM	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	For Dollars And Cents		
	2.4	1	LUMP SUM	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	For Dollars And Cents		
	2.5	1	LUMP SUM	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.			
REMOVALS / D	REMOVALS / DEMOLITIONS SUBTOTAL			For	Dollars Cents		

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTE	N IN WORDS	BID UNIT PRICE	BID AMOUNT
TEMPORARY FENCING AND	3.1	1		Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	For	Dollars Cents		
EROSION CONTROL MEASURES	3.2	1	LUMP SUM	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	For	Dollars		

	3.3	1	Furnish, install and maintain tree protection. See Plans and Details.	For	Dollars Cents	
TEMPORARY CONTROL 1			For		_ Dollars _ Cents	

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE	4.1	1		Earthwork, grading and excavation, fine grading.	For Dollars And Cents		
PREPARATION	4.2	1	LUMP SUM	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	For Dollars And Cents		
SITE PREP	SITE PREPARATION SUBTOTAL			For	Dollars Cents		

BID ITEM	BID ITEM		BID			BID UNIT PRICE	
		BID QTY	UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	PRICE	BID AMOUNT
	5.1	1	LUMP SUM	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	For Dollars And Cents		
CONCRETE PAVEMENT	5.2	1	LUMP SUM	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.			
	5.3	1	LUMP SUM	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	For Dollars And Cents		
						•	
	5.4	1	LUMP SUM	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	For Dollars And Cents		
	5.5	1	LUMP SUM	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.			
	5.6	1	LUMP SUM	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	For Dollars And Cents		
CONCRETE	CONCRETE PAVEMENT SUBTOTAL			For			
				And	Cents		

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
	6.1	1	LUMP SUM	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.			BIDAMOUNT
	6.2	1	LUMP	Concrete steps and adjacent cheek walls that bisect existing planter walls, includes handrails, reinforcement, and aggregate subbase shown on plans and details. Upper landings to be included in bid item 6.1 above.			
CONCRETE STEPS AND WALLS	6.3	1	LUMP SUM	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	For Dollars And Cents		
	6.4	1	LUMP	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.			
	6.5	1		Concrete planter wall and integral steps at south project area by amphitheater.	For Dollars And Cents		
CONCRETE STE	PS ANI	O WALLS SU	JBTOTAL	For	Dollars		
				And	Cents		

BID ITEM	BID ITEM NO.	BID OTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
MASONRY	7.1	1	LUMP SUM	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	T D II		
	7.2	1		Cleaning of existing concrete pavement and masonry within park. See plans for locations.	For Dollars And Cents		
MASC	MASONRY SUBTOTAL			For And _	Dollars Cents		

BID ITEM	BID ITEM		BID			BID UNIT PRICE	
	NO.	BID QTY	UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	TideE	BID AMOUNT
	8.1	1	LUMP SUM	Installation of Owner Furnished statues. Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	For Dollars And Cents		
	8.2	1	LUMP SUM	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	For Dollars And Cents		
	8.3	1	LUMP SUM	Installation of Owner Furnished historic sign and bronze plaque.	For Dollars And Cents		
SITE FURNISHINGS	8.4	1	LUMP SUM	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	For Dollars And Cents		
	8.5	1	LUMP SUM	Installation of new flag poles.	For Dollars And Cents		
	8.6	1	LUMP SUM	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	For Dollars And Cents		
SITE FURI	SITE FURNISHINGS SUBTOTAL			For	Dollars Cents		

BID ITEM	BID ITEM		BID			BID UNIT PRICE	
		BID QTY	UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	TRICE	BID AMOUNT
GUARDRAIL SYSTEMS	9.1	1	LUMP	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc. Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	For Dollars		
	9.2	1	LUMP SUM	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details.	For Dollars And Cents		
GUARDRAIL SYSTEMS SUBTOTAL)TAL	For	Dollars Cents		

BID ITEM	BID ITEM		BID			BID UNIT PRICE	
	NO.	BID QTY	UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS		BID AMOUNT
	10.1	1	LUMP SUM	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and toot barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	For Dollars		
LANDSCAPING	10.2	1	LUMP SUM	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	Della sa		
	10.3	1	LUMP SUM	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.			
LANDSCAPING SUBTOTAL				For	Dollars Cents		

BID ITEM	BID ITEM					BID UNIT PRICE	
	NO.	BID QTY	IBD UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS		BID AMOUNT
SITE DRAINAGE	11.1	1	LUMP	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	For Dollars And Cents		

	11.2	1	LUMP SUM	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per	For	Dollars		
				plans and details. Provide connection to existing storm line with solid PVC drain line.	And	Cents		
SITE DRAINAGE SUBTOTAL			JBTOTAL	For	Dol	lars		
				And	Cen	its		
BID ITEM	BID		BID				BID UNIT	
	ITEM NO.	BID QTY	UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN	N WORDS	PRICE	BID AMOUNT
ELECTRICAL	12.1	1	LUMP SUM	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.		Dollars		
	12.2	1	LUMP SUM	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	For			
1	ELECTI	RICAL SUBT	ΓΟΤΑL	For		lars		
				And		ıts		
BASE BID				For		ars s		
				D IN-PLACE. PRICES SHALL INCLUDE AI UIRED WORK	LL LABOR, EQUIPMENT, MATE	RIALS, AND RE	MOVALS AS RE	QUIRED
г								
				COMPANY				
				SIGNATURE				
				DATE	_			

UNIT PRICES

	Surplus and or unsuitable soil material hauled off site.	50 -	cubic yard	
1 1	Remove hose bib, cap existing connection. Install new hose-bib. Assume 20 feet of 5/8" diameter new PVC water service, connect to existing and provide hose bib attached to wood post.	1 _	each	
	Furnish and place borrow material meeting classification of imported structural fill.	50	cubic yard	
8 1	Aggregate Base with Geotextile – 6" thick aggregate base course, including installation of geotextile fabric beneath the base. Work shall be inclusive of all labor, materials, equipment, and incidentals required for complete installation.	500	Square yard	
		_		
idders Enter t	must acknowledge all addenda. The Biddhe number the Designer has assigned to e		•	_
Bidders Enter t	he number the Designer has assigned to e		e addenda that the Bidder is a	_
Bidders Enter ti	he number the Designer has assigned to e D:	ach of the	e addenda that the Bidder is a	_
idders Enter ti ASE BI ONTIN OTAL E	he number the Designer has assigned to e D: GENCY ALLOWANCE:	ach of the	\$\$\$	_
BID	he number the Designer has assigned to e D: IGENCY ALLOWANCE: BASE BID:	+ the Bidding	\$	cknowledging)
BASE BI CONTIN FOTAL E ALTERI all unit p	he number the Designer has assigned to e D: IGENCY ALLOWANCE: BASE BID: NATES: For any and all work required by t	+ he Biddingrice descr	\$ 50,000.00 \$ 50,000.00 S Documents for Alternates inciption.	ecknowledging)

(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.

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A

____Dollars (\$ _____N/A

Base Bid

Total (All items listed in Proposal)	
Written in words	
Number of calendar days to complete	180
Signature of Bidder (If a firm or individual)	
Address of Bidder	
By	
Signature of Bidder(If a Corporation)	
ByPresident	Business Address
Print	Business Address
Secretary Print	Business Address
Treasurer Print	
(Corporate Seal)	Name of State under the Laws of which the Corporation was chartered:
ATTEST: Secretary	State License Number
	Corporate Seal

ITEM IX ARTICLES OF AGREEMENT

(vendors) and subrecipients;

- d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;
- e. Any reports, publications, and data sets from any research conducted under this Award.
- (34) If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.
- (35) If the contractor is authorized to enter into contracts to complete the approved scope of work, the contractor must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.
- (36) If the contractor is authorized to make subawards, the contractor must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE:

(37) Access to Records

- i. The Treasury, the Treasury Office of Inspector General, and the Government Accountability Office-have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
- ii. Contractor must make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

(38) Access to the Recipient's Sites

i. The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

PART III – ATTACHMENTS (Technical Specifications) Not Used



PRE-BID MEETING AGENDA

PROJECT: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

DATE and TIME: August 13, 2025, at 11am

LOCATION: Mobile Government Plaza, Commission Conference Chamber, 205 Government Street,

Mobile, AL 36602

AGENDA ITEMS:

- I. Participants introductions and sign-in sheet
- II. Project background and overview
- III. DBE participation City Ordinance 14-034-2018 and federal regulation 2 CFR 200.321
- IV. City business license
- V. Overview of construction documents
- VI. Questions from Attendees

ADMINISTRATIVE

- 1. This is the mandatory pre-bid meeting for prime contractors for the following City of Mobile project: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades (PR-029-22). Please sign in on the provided sheet.
- 2. Only prime contractors in attendance are allowed to submit a bid for this project.
- 3. The Notice to Bidders indicates how the plans, specifications, and contract documents may be obtained or viewed. No bid packages will be issued to contractors later than twenty-four (24) hours after the pre-bid conference.
- 4. The bid opening date will be **Wednesday**, **August 27**, **2025**, **at 2:30pm**. The City of Mobile will accept bids received by the City Clerk of the City of Mobile, Government Plaza, 9th Floor, South Tower, 205 Government Street, Mobile, Alabama 36602.
- 5. The bids will be immediately opened and publicly read in the Government Plaza Commission Conference Chamber (this room). No faxed bids will be received. This project will be bid as a single prime contract.
- Bidders shall clearly indicate the following on the outside of their bid envelope:
 - a. "Bid for completion of MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES City of Mobile Project No. PR-029-22, in the City of Mobile, Alabama"

- b. Contractor's license number with Municipal & Utility (MU) Major Classification.
 - MU (Municipal & Utility) or MU-S with Recreation Areas, Site Work Grading, and Concrete
 - ii. HS (Highways & Streets) or HS-S with Site Work Earthwork and Concrete

c. PLEASE NOTE:

- i. The entire bid document, including all addendums, must be included with your submission.
- Required item checklist (Page 1 of contract document) shall be completely filled out and signed
- iii. For increased efficiency at bid opening, please place a tab on required items.
- 7. The deadline for contractors to submit written questions is Wednesday, August 20, 2025, at 12pm. All contractor questions shall be formally submitted via email to Sai Duvvuri, Engineer of Record Moffatt & Nichol (sduvvuri@moffattnichol.com), CC jake.clements@cityofmobile.org and qsmith@moffattnichol.com. Please ensure you have confirmation of receipt from Mr. Duvvuri. Formal responses to questions and any required project addendum will be provided to all contractors.
- 8. Contractors are asked to make all efforts to meet the Minority Business Requirements specified in the City Ordinance.
 - a. See City Ordinance 14-034-2018 and federal regulation 2 CFR 200.3212045
 - b. Prime contractors must have clear, written documentation (e.g. time-stamped email) of attempts to solicit Small Business Development (SBE) subcontractors to team with them on this project, whether they accept or decline the offer to participate. This includes prime contractors with DBE status.
 - c. A City of Mobile Subcontracting Plan must be submitted with the bid documents to be deemed a responsive bid.
 - d. For SBE goals and information, please contact:

Archnique Kidd, Small Business Development Manager email: archnique.kidd@cityofmobile.org

phone: (251) 208-7967

9. This project has a grant funding source through the Gulf of Mexico Energy Security Act (GOMESA).

- Please review the contract details carefully that have the award conditions for this project inside the contract.
- 10. All prime contractors must be able to obtain a City of Mobile business license prior to the contract being executed.
- 11. This is a tax-exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form.

BID OVERVIEW

- 1. There are 180 calendar days for this contract.
- Failure to complete the project in the allotted time will result in the assessment of liquidated damages as provided for in section 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all the latest additions and modifications of the Engineering Department of the City of Mobile.

3. Permits:

- a. ADEM (obtained. Expires on March 31, 2026)
- b. Land Disturbance permit (obtained). This permit covers 2 phases (Bulkhead phase and Park Improvements phase) of the Cooper Riverside project. The City Permitting Department states:
 - i. Land Disturbance permits are valid for as long as activity is continuing onsite. The last inspection was in November so this permit will be considered still active.
 - ii. If a new contractor is brought in to complete the balance of the project, a letter from the Owner (City) stating the exiting contractor will be removed from the permit and reissue the existing permit to the new contractor, will be acceptable.
- 4. Documentation of payment (e.g. invoices, load tickets, etc.) to subcontractors must be provided with each estimate.
- 5. The Form of Proposal also delineates specific unit price items applicable to the project. Actual contract quantities for measured quantities may nominally increase based upon execution of work.
- 6. Specification Section 01 10 00 "Measurement and Payment" describes the construction contract bid items (Base Bid and Additive Bids) and unit prices utilized in the Form of Proposal in more detail.
- 7. Construction Submittal Process Submitted to Engineer as required in the Technical Specifications and Contract Documents.

SUPPLIMENTRY INSTRUCTIONS TO BIDDERS

(ITEM VII Special Provisions)

- 1. 31, 35-37 Site Considerations remove and store, photos & videos, noise, clean work and adjacent area, dumpster & laydown area per direction of owner, and BMPs. Intent Special Provisions supersede over conflicting counterpart provisions
- 2. 30 Sanitation Facility
- 3. 41, 54 Maintenance of Drainage 47 BMPs all BMPs will be implemented until project is accepted by the City.
- 4. 3a Work/Installation Plan Submit to Engineer 3 days prior to pre-construction meeting (Construction Contract Documents Attachment "H" 3.a)

WORK

- 1. All working hours, closures, etc., will be coordinated with the City. Any changes may be requested by the awarded contractor for City review.
- 2. Contractor will be responsible for conduct and decorum of their employees and subcontractors at all times. This includes required high-vis safety shirts, no profanity or objectionable behavior, and minimal disruption to surrounding facilities in the form of traffic along public streets.
- 3. Please see requirements for waste and debris in the construction area in contract documents under Item VIII, No. 31, City Special Provisions.
- 4. No offsite or on-street parking or staging is allowed.

UTILITIES

- 1. The contractor shall note the presence of a new bulkhead anchorage system consisting of pipe piles, pvc sleeves and anchor rods installed by others.
- 2. The contractor shall note the information shown on plan is based upon proposed / planned locations of new bulkhead, anchorage piles, backfill grading limits, etc... and is subject to change.
- 3. Existing utilities shown within cooper park are based upon compiled record drawings and therefore locations shall be considered approximate.
- 4. Records for pump house were not received for project. If any excavation or filling is proposed by contractor in proximity to the structure, it shall warrant additional utility investigation, with city staff to confirm purpose of pump house and related buried piping locations connected to said pump house.

- 5. Buried "underground" utilities shown on all project drawings are based upon record documents prepared by others. Therefore, the contractor assumes locations of depicted water, electric, storm drainage, communications, and sanitary sewer are approximate. Contractors shall conduct their own subsurface utility investigation prior to construction which confirm utility locations and corresponding connection points allowing for disconnection of said utility during construction. Contractors shall maintain existing utilities which do not require removal. All damaged utilities shall be repaired and/or replaced at the contractor's expense.
- 6. The contractor shall be aware that the project area contains landscape irrigation infrastructure that is not shown on plans. The irrigation system will be turned off by the owner. The repair and replacement of the irrigation system which is removed during construction of project will be repaired and/or replaced by contractor.

CIVIL WORKS

- 1. New sidewalks throughout the site connect to existing pavement, curb ramps, and facilities. At each tie-in, the contractor shall verify field elevations and ensure smooth, compliant transitions. Special attention must be given to positive drainage and prevention of ponding or backfall, particularly at sidewalk crossings and tie-ins to stairs and ramps. Any grade discrepancies discovered in the field shall be brought to the attention of the engineer immediately for resolution. See civil drawings LS101 through LS107.
- 2. Seat walls located along the riverfront are designed to provide informal seating and enhance the river overlook experience. These walls are to be constructed on compacted subgrade per details on sheet LS503 and must align precisely with the finished grading to maintain consistent seating height and unobstructed river views. Due to their proximity to the completed bulkhead and coffer cell structures, care shall be taken during excavation and forming to avoid undermining adjacent infrastructure or causing surcharge loads near the river edge.
- 3. New pedestrian safety railing is to be installed along the river's edge as shown on drawings LS101 through LS107. The railing shall be securely anchored to the concrete walkway slab or seat wall cap, as applicable, using corrosion-resistant hardware and methods that prevent damage to the finished concrete surfaces. Railing shall conform to details on sheets LS501 through LS507 The contractor shall confirm embed locations to avoid existing reinforcement and coordinate all penetrations with the structural engineer prior to installation. Field adjustments to railing sections for alignment and plumb shall be performed prior to final anchoring.
- 4. Existing statues and plaques previously removed and stored by the Owner shall be reinstalled at locations identified on drawings LS101 through LS107. The contractor shall coordinate statue and

- plaque delivery and handling with the Owner and ensure appropriate mounting hardware and anchorage details are followed per details on sheets LS504 and LS508. The contractor shall take extreme care during handling and installation. Protection of statues from damage and vandalism shall be maintained until final acceptance.
- 5. Several areas of the park feature grade changes that are navigated via new cast-in-place concrete ramps and stairs, as shown on drawings LS101 through LS107. These elements are critical for maintaining accessible routes and ensuring safe pedestrian circulation. Ramps shall meet all applicable ADA slope and landing requirements, and stairs shall conform to riser/tread dimensions and handrail provisions as detailed on sheets LS503 through LS508. The contractor shall verify field elevations prior to formwork placement to ensure smooth transitions to adjacent walks, seat walls, and viewing areas. Any adjustments necessary to maintain code compliance or improve functionality shall be brought to the engineer's attention for review. All formwork, reinforcement, and embedded items shall be inspected prior to concrete pour. Uneven risers, inconsistent slopes, or misaligned landings will require removal and replacement.

LANDSCAPING

- 1. Pay attention to plantings scientific name.
- 2. Two (2) Planting Revisions:
 - a. Replace viburnums with **Wax Myrtles** (specifically the tree form, large size, B&B)
 - b. Replace the sabal minor with **Blue Cascade Distylium**
- 3. Several existing trees within the project limits are to remain and must be protected throughout construction. Tree protection fencing shall be installed at the limits shown on drawing LD101 prior to any site disturbance. No grading, excavation, material storage, or vehicle access is allowed within these protected zones. The contractor shall maintain fencing in good condition for the duration of the project. Any damage to protected trees, including root pruning without approval, will be subject to penalties and potential replacement at the contractor's expense.
- 4. Trees identified for removal are shown on plan sheets LD101. Removal includes complete extraction of root balls unless otherwise noted. Contractor shall verify that tree removal does not conflict with existing underground utilities or structures. Where conflicts arise, coordination with the engineer and utility locator shall be required prior to proceeding. Stumps shall be ground a minimum of 12 inches below finish grade unless deeper removal is required to accommodate new infrastructure.
- 5. New planting beds and sod areas are included throughout the site to enhance the park's appearance and provide functional green space. All landscape work shall be performed in accordance with the

landscape plans and coordinated with site grading and hardscape installation. The contractor shall ensure proper soil preparation and layout prior to installation. Plant material and sod shall be healthy, free of defects, and installed promptly upon delivery. All installed landscaping must be watered, protected, and maintained until final acceptance.

TO NOTE

- 1. Upgrades to the Great Lawn at Cooper Riverside Park will begin once:
 - a. South Coffer Cell construction has reached substantial completion and/or out of the way enough for this project to commence.
 - b. All contract documents have been executed
 - c. Pre-construction meeting has been held
 - d. Notice to proceed as been sent.

END OF PRE-BID MEETING AGENDA

City of Mobile/PPM Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades Pre-Bid Meeting - August 13, 2025 Sign-In Sheet

						CHECK ONE
Name	Company	Email	Phone	Received Handouts Y/N	Prime Contractor	Sub Contractor Supplier
ogar Cruse	RIBAGET	riger & ribarret	564 - 014-1.5C		7	
Runnie Tindle	Tindle Construction	rtialle etialleconstruction net 251463-2804	251463-2804	~	1	
Brien Markin	Jubileescape	brien@jubileescape.com 251-626-587	n 251-626-59	X		1
JEREMY PICHED	JyBILEB CAPE	JERZEMI PO JUDILEES CARE, COM ZS94877868	~ 25/48778	2		/
Drew Windfram	McElhenney Construction	drew Omichenney const. com	28-217-74	7	7	
Leah Madin	Fortersolinstruction Services	Fortresconstruction @ and con	255-234-2180	0 7		1
Caleb Nichols	Chicholipharrison-const. com	terrison	205-652-8176	7	7	
Damir Golden	RH Design-Build	iscaldentachdesism-buildicom 251-457-1074	251-459-102	Y	7	
Not the N	PC Russell -	ACTOR ROSALITOR 051.487-6999	251.487-699	- <	1	
Sosoh Phi	Spayme Oras	S. Princelive. Con	25/454-1/54	, Y		



City of Mobile/PPM Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades Pre-Bid Meeting - August 13, 2025 Sign-In Sheet

Mick Reags Squally Mickell Brooke Morris Bordelon Abigail MEN MEN Mick Reags Lagdon Contracting Services MEN MEN MEN And Decis Contracting Services MEN MEN And Decis Contracting Services MEN Brooke Morris MEN abo
Spence of the North of the Common of the Com
eling Services whodran Services Savildons Co
3
M&N M&N M&N
M&N M&N
M&N













































