

ADDENDUM NO. 1

PROJECT: FMTC RUNNING TRACK LIGHTING
ANNISTON, ALABAMA

All Bidders of Record

This Addendum forms a part of the Contract Documents, dated July 20, 2022 and modifies the original project Manual and Drawings. All Bidders shall acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification. Perform all work in no more than 260 calendar days in accordance with the Milestone Dates for this project.

This Addendum consists of Nine (9) Pages.

A. MODIFICATIONS TO CONTRACTUAL/LEGAL REQUIREMENTS:

1. Refer to Advertisement for Bids:

A. A Pre-Bid Conference was conducted at 11:00 a.m., Thursday, August 18, 2022, at Ft. McClellan Building 2299, Anniston, Alabama. See attached Minutes of the Meeting and Sign in Sheet of those in attendance.

B. **Modify PreBid Meeting Minutes:** Sealed bids will be received by The Armory Commission of Alabama, at the State Military Department Building, 1720 Cong. W.L. Dickinson Drive, (P.O. Box 3711), Montgomery, Alabama, until 2:00 p.m., Central Time, Thursday, September 1, 2022, for FMTC Running Track Lighting, Anniston, AL (IFB # AC-22-B-0024-S), at which time they will be publicly opened and read in the Second Floor Classroom (Room 201), of the State Military Department, 1720 Cong. W.L. Dickinson Drive, Montgomery, Alabama

END OF ADDENDUM NO. 1

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Agenda

PRE-BID CONFERENCE

FMTC RUNNING TRACK LIGHTING
ANNISTON, ALABAMA
IFB NO. AC-22-B-0024-S
August 18, 2022 at 11:00 AM
Ft. McClellan, Building 2299
Anniston, Alabama

Sign-In

Introductions

Contract

- This will be a **State** Contract between the **Armory Commission of Alabama (AC)** and the selected Contractor.
 - The AC is represented by Mark Weeks (Contracting Officer - KO), Eric Holt and Mike Webb (Primary Contracting Officer's Representatives - CORs), and Burt Rowell (Alternate COR).
 - The A/E, P/M and/or tenants do NOT represent the Owner.
 - The only person who can revoke, alter, relax, or waive, any requirements of the Contract Documents, to finally approve or accept any portion of the Work or to issue instructions contrary to the Drawings and Specifications is the KO and his CORs.
 - The U. S. Army Corps of Engineers does NOT have any role in this Contract, nor are they a party to this Contract, nor do they have any jurisdiction, nor are they be consulted regarding any disputes.
 - Payments will be made via State check or EFT – payment method is based solely on the Contractor's choice when registering with the State of Alabama.

Receipt of Proposals

- Sealed bids will be received by The Armory Commission of Alabama, at the State Military Department Building, 1720 Cong. W.L. Dickinson Drive, (P.O. Box 3711), Montgomery, Alabama, **until 2:00 p.m., Central Time, Thursday, September 1, 2022**, for FMTC Running Track Lighting, Alexandria, Alabama (IFB# AC-22-B-0024-S).
- **The bids will then be publicly opened and read in Classroom 201, of Fort George C. Wallace, 1750 Cong. W.L. Dickinson Drive, Montgomery, Alabama.**
- Changes by telegram, written communication or facsimile **WILL NOT** be accepted.
 - In accordance with the Paragraph 2.C(1) of the Special Conditions of the Contract (00 73 00), the above modifies the second sentence of paragraph 10 of the Instructions to Bidders (00 21 00).
 - **The ONLY approved method to make changes is as follows:** The sum being bid may be changed by the Bidder by writing the change in price, over the Bidder's authorized signature, or initials, on the envelope; however, if the sum being bid is revealed on the envelope, the bid no longer constitutes a "sealed bid" and must not be received.

- Proposal envelopes MUST include all of the following:
 - Sealed envelope containing:
 - Two completed, completely signed (at least one must contain all original signatures) proposal forms and
 - One bid bond (5% NTE \$10,000.00) with correct Power of Attorney, OR
 - A certified check (5% NTE \$10,000.00), made payable to the Owner.
 - Written (or typed) on the outside the word “Bid”
 - The project name,
 - The project Invitation to Bid (IFB) number,
 - The Bidder’s name, and
 - The Bidder’s Alabama General Contractor’s licensure number.
- In accordance with Paragraph 12 of the Instructions to Bidders, “Bids may be rejected if they contain any omissions, alterations of forms, additions not called for, conditional bids, alternate bids unless called for, incomplete bids, erasures, or irregularities of any kind. Bids in which the unit or lump sum prices bid are obviously unbalanced may be rejected.”
- Bid prices do NOT include Sales or Use Taxes in accordance with Act 2013-205.
 - For additional information concerning this guidance, tax payers should contact the Sales and Use Tax Division representative, Thomas Sims, at 334-242-1574 or by email at thomas.sims@revenue.alabama.gov.
- Disclosure Statement – prefer completed with bid.

Request For Information (RFIs)

- RFIs must be received in writing by Renae Williams of JMR+H Architecture, PC via email at specs@jmrha.com **AND** Jim Robinson of JMR+H Architecture, PC via email at jrobinson@jmrha.com no later than 2 p.m. on Tuesday, August 23, 2022.

E-Verify

- This project will require E-verification and Memorandum of Understanding prior to contract execution.

Jobs Reports

- Jobs Reports are required and must be submitted once per quarter on a supplied EXCEL spreadsheet.

Modifications

- Modifications include the following requirements:
 - All requirements of the Contract Modification Procedures (01 26 00), and
 - All requirements of Paragraph 19 of the General Conditions of the Contract (00 72 00), and
 - All requirements of Paragraph 19 of the Special Conditions of the Contract (00 73 00).
 - Where conflicts in the above occur, Paragraph 2.C(1) of the Special Conditions of the Contract (00 73 00) shall control.

Allowances

- All allowances include the following terms and conditions:
 - All Allowances are Owner's Contingency Allowances
 - All Allowances shall only be authorized by Contract Modifications
 - All allowances that authorize reimbursement for utility (water, sanitary sewer, power, natural gas/propane) aides-to-construction shall NOT include any markup – they will only be authorized in the amount to reimburse direct, Owner approved amounts of the respective aide-to-construction.
- There are no allowances with this Contract.

Maintenance

- The Contractor is required to perform all manufacturer's required maintenance through the duration of the One Year GC Warranty period, i.e., until one year after Final Acceptance.
 - The cost of this maintenance is to be included in the proposal price(s) – the Owner will NOT authorize a Contract Modification to pay for this requirement.
- The maintenance will be per manufacturer's requirements and will be documented, in writing, to the Owner (AC) through the A/E.

Prior Approval

- This project requires, and the State solicits full competition.
- However, pre-bidding equal status of products is required to ensure equality of products being proposed.
 - Bidder's shall complete and submit one Substitution Request Form During Bidding (00 43 25) for each product proposed for substitution.
 - All product substitutions shall be requested prior to the deadline for RFI's (above).
 - All product substitutions shall be submitted via email to the email address for RFI's (above).
 - For additional information, the Bidder is directed to both of the following:
 - Instructions to Bidders (00 21 00) paragraph 4, and
 - General Conditions of the Contract (00 72 00), paragraph 2.C.5.

Testing

- All testing is the solely the Contractor's responsibility.
- Any retesting required because of previous failed/non-passing testing is also solely the Contractor's responsibility.
- The Contractor shall notify the Architect's on-site representative, in writing, at least two days (Monday through Friday) in advance of any field testing.
 - Should the Contractor fail to provide the required advance notification, in writing, to the Architect's on-site representative, the Owner may require the Contractor to perform retesting at Contractor's sole expense.
- All Contractor testing reports/results shall be submitted, immediately upon Contractor's receipt, to the Architect.
- The Owner reserves the right to perform additional testing at Owner's discretion.

Authorities having Jurisdiction

- As this is a Contract with the Armory Commission of Alabama, **the following entities DO NOT have jurisdiction:**
 - Alabama Department of Finance, Division of Construction Management (formerly the Alabama Building Commission), and
 - City of Anniston, Alabama, and
 - Calhoun County, Alabama.
- **The following entities DO have jurisdiction:**
 - U. S. Occupational Safety and Health Administration (OSHA), and
 - U. S. Environmental Protection Agency (EPA), and
 - Alabama Department of Environmental Management (ADEM), and
 - Alabama Licensing Board for General Contractors, and
 - Alabama Department of Insurance, and
 - Alabama Fire Marshal's Office.

Utilities

- The utilities within the limits of work, for structures that will be demolished in this Contract, will be terminated by the Owner no later than the date of the Notice to Proceed (NTP).

Pre-Work Requirements

- Contractor must provide all of the following, simultaneously, no later than the Pre-Construction Conference:
 - Construction Schedule
 - The Schedule shall be in a format that:
 - Readily identifies “critical path items”, and
 - Shall show completion of the Work within the Contract Time, and
 - Shall be broken down to sufficient detail to show all components of the Work and their relationship with one another.
 - Schedule of Values
 - The Schedule of Values shall:
 - Be on the Owner's “Contractor's Periodical Request for Partial Payment” form (00 62 76), and
 - Include each separate allowance as a separate line, and
 - Include a separate line item, in the amount of 2.5% of the Contract Award, labelled “Closeout Documents”, and
 - Be broken down to sufficient detail to allow the Architect and Owner to verify the components of the Work.
 - Draw Schedule
 - The Draw Schedule shall:
 - Be on the Owner's Form (00 62 83), and
 - Be updated immediately prior to, and submitted with, each Contractor's Periodical Request for Partial Payment.
 - Proposed Submittal Schedule
 - The proposed submittal schedule shall contain the proposed submittals name/topic and date of submittal.
 -

- In addition, the Contractor shall submit the following items concurrently with the execution of the Contract, for the Owner's approval:
 - Superintendent – for additional requirements see the General Conditions of the Contract, Paragraph 18, and
 - List of Subcontractors - for additional requirements see the General Conditions of the Contract, Paragraph 40.

Retainage

- In accordance with Code of Alabama 39-2-12 (c), retainage in the amount of 5% through the first 50% will be held until contract completion.

Project Site Access/Security Issues

- Discuss any issues.
- This is a gun free, drug free installation.

Permits

- The Contractor is required to pay all fees for all permits (NPDES, etc.) - to include preparation of permit, filing fees, administrative fees, inspection fees and fees for violations of said permits.
- All permits are to be in the name of the Contractor.

Weather Days

- Can be approved if over and above normal for the project location.
- Must be requested monthly by Contractor, on the form at 00 63 56, with back-up documentation.

Owner/Architect/Contractor Meetings (OAC's)

- Contractor to hold, provide agenda and run monthly OAC's.
- Required items to discuss at each OAC include:
 - Schedule,
 - RFI's,
 - Change Order Request status,
 - Request for Proposal status,
 - Modification status,
 - Submittal status and logs,
 - As-builts.
- Coordinate date and time with A/E and Owner.
- A/E will send calendar invite to Contractor, A/E team, and Owner team.

Superintendent

- Must be a direct employee of the Contractor.
- Must be on-site at all times work is taking place.

Attic Stock

- Attic Stock/Replacement Stock quantities have been defined in 01 78 46.
- Attic Stock must be in delivered and accounted for at the Punch List Inspection

Warranty Requirements

- All warranties must comply with all of the following:
 - Laws must be State of Alabama.
 - Venue (for arbitration or lawsuits) MUST be State of Alabama.
 - Must run for the full term as required in the Contract Documents from Final Acceptance.

Project Closeout

- Refer to Project Closeout specifications at 01 77 00, 01 78 13 and 01 78 39.

Punch List Inspection/Final Inspection

- We do not accept substantial completion.
- Punch List Inspection will:
 - Occur once all Work is complete, to include Commissioning and Commissioning reports.
 - Include a review of the O/M manuals and as-builts.
- Final Inspection will:
 - Only be scheduled once the Contractor has certified to the Architect that he has corrected all deficiencies noted on the Punch List Inspection.
 - Include the Contractor providing 2 complete hard sets of the O/M manuals and as-builts to the Owner.
 - Result in the issuance of the Certificate of Final Completion once all requirements of the Contract Documents are met and verified by the Owner.

Liquidated Damages

- See General Conditions for amounts and application.

Completion Ad

- The Certificate of Completion must be fully executed by the Contractor, Architect and Owner BEFORE the Completion Advertisement can be run by the Contractor.
- The requirements can be found in the Code of Alabama, 39-1-1 (f).
- Contractor responsible for coordinating, paying all fees and receiving the Publisher's Affidavit.
- The form of advertisement can be found at 00 65 13.
- The sample affidavit can be found at 00 65 15.

Davis Bacon Act

- Davis Bacon Act does not apply to this project.

Protection of Surrounding Work

- Contractor to protect adjacent existing items to remain that are not in the contractor's scope of work.
- Should Contractor damage existing to remain work, the Contractor is responsible for returning the work to pre-existing, or better, condition at no expense to the Owner.

Testing prior to Award

- No one is authorized to perform any testing who is not under contract with the AC. This includes:
 - Geotechnical testing,
 - Penetration of the roof(s),
 - Asbestos surveys/testing.

Safety

- Safety is the SOLELY the Contractor's responsibility.

Project Overview

- The intent and meaning of the Contract Documents is that the Contractor shall provide labor, plant, materials, supplies, equipment, transportation facilities and appurtenances thereto which are indicated or reasonably implied by the Drawings and Specifications.
- A general description of the Work is as follows:
 - Base Bid includes all of the following items:
 - Complete installation of lighting system.

Contract Time

Perform all work in not to exceed **260 Days** in accordance with the following (calculated as the sum of 3.01.A.1 through 3.01.A.3. [inclusive]):

1. The Notice to Proceed (NTP) is **14** calendar days from the email delivery of the fully executed contract to the Contractor, unless otherwise agreed upon, in writing, by the Owner and the Contractor. However, in no case will the NTP be later than December 31 of the calendar year in which the contract is executed. Contract Time begins at the NTP.
2. The Contractor has **215** calendar days, from 3.01.A.1. (above), to perform all work. This includes providing all required operator training, the "Punch-List Inspection", correcting all deficiencies noted in the "Punch-List Inspection", and successful completion of the Final Inspection – with no noted deficiencies,
3. The Contractor has **45** days, from 3.01.A.2. (above), to have submitted a complete Project Closeout package, as detailed and defined in Sections 01 77 00 and 01 78 13.

Site Tour