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April 12, 2024

MOBILE (FMS 28) REPAIRS
Mobile, AL

Addendum No. 1

Armory Commission of Alabama
IFB No. AC-24-B-0001-S

GENERAL

This ADDENDUM is hereby made part of the Bid/Contract Documents and as such must be acknowledged with the Bid. Failure to do so may subject the Bidder to disqualification. The following conditions take precedence over conflicting conditions in the Specifications, on the Drawings, and in any other Contract Documents. When a change is called for on a Drawing, this change shall carry through all applicable drawings including all related architectural, civil, structural, mechanical, plumbing, and electrical drawings. The Bid/Contract Documents are hereby amended in the following particulars:

GENERAL INFORMATION

1. The Owner is a tax-exempt agency and will provide a letter for use by the contractors with their vendors. Bids shall reflect pricing with no sales tax added.
2. **Substitutions:** The General Contractor is responsible for submitting products that meet all specifications and other requirements contained in the Bid Documents unless approved by the Architect and Owner.
3. See Addendum 1 attachments for Pre-Bid Conference minutes and sign-in sheet.

PLAN HOLDERS AS OF THIS ADDENDUM

BCS, LLC
Wendi Dockery
3125 County Road 3328
Brundidge, AL 36010
bcsllc3125@gmail.com
334-735-2464

Dominguez Design-Build
Ben Martin
ben@ddbconstruct.com
(850) 480-5064
3401 N W Street
Pensacola FL 32505

Hale Building Company
Emily Zimmerman
2708 Alexandria Road
Anniston, AL 36202
emily@halebldg.com
256-237-4961

Hughes Company, Inc
Lloyd Hughes
Lloydhughes55@gmail.com
251-422-4751

DRAWINGS

1. Replace Oil-water Separator Pump Motor.

- A. General Contractor shall remove and replace, in kind, the existing pump motor for the oil/water separator.
- B. Reconnect all connections in the same configuration.
- C. Please see the photo below for pump label specifications.
- D. Please see photo below for pump location



EXISTING PUMP MOTOR LABEL

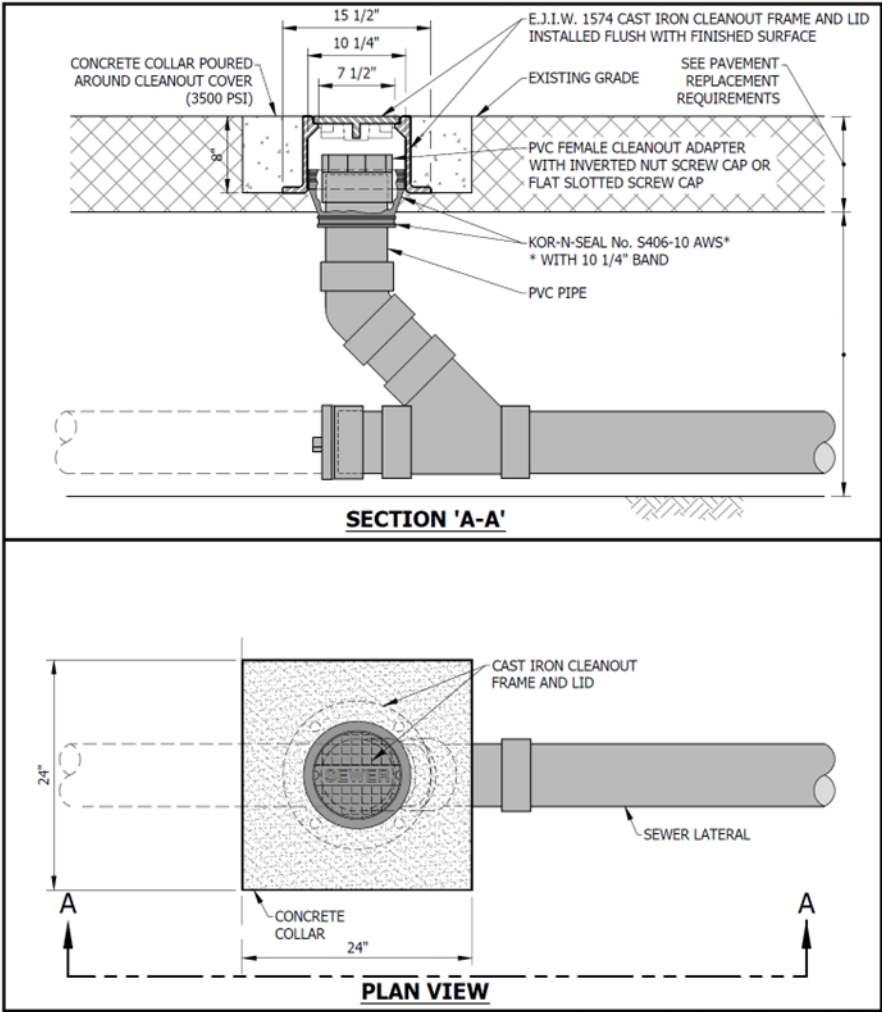


EXISTING MOIL/WATER SEPARATOR
TO BE REPAINTED (WHITE)

PUMP MOTOR CASING TO REMAIN –
REPAINT (WHITE)

2. Replace Sewer Cleanout and Frame.

- A. Contractor to demolish the existing exterior sewer cleanout/frame located in concrete paving near the metal canopy along the west side of the building.
- B. Contractor to install new sewer cleanout frame/cover and concrete collar per the paved surface cleanout detail below.
 - a. Existing PVC sewer pipe to be modified as required to install new concrete collar, cleanout frame and cleanout cover.
- C. Contractor to furnish all materials and labor for a complete installation. See detail below.



FMS #28 REPAIRS
Mobile, Alabama
IFB#: AC-24-B-0001-S

Pre-Bid Conference AGENDA
April 3, 2024
10:00 A.M. CT
FMS #28, 1622 South Broad St, Mobile, AL

Architect P.O.C.:
Anne Nieman, PWBA Architects, Inc.
334-244-4990; 229
anieman@pwba-architects.com

ARNG CFMO Project Manager:
Brad Johnson
bradson.h.johnson.nfg@army.mil

PLEASE SIGN IN

OWNER

- The Owner is the Armory Commission of Alabama (ACA), represented by Mark Weeks (Contracting Officer [KO]), Eric Holt (Contracting Officer's Representative [COR]). The A/E, CFMO, P/M, and tenants do NOT represent the Owner and cannot approve any changes to the Contract Documents.

CONTRACT

- This will be a contract between The Armory Commission of Alabama (State Contract) and the General Contractor.
- Payments will be made via State check or via direct deposit from the State. GC must select payment method. This method can no longer be changed by ACA. GC will have to go through State Finance to make changes. Note that EFT payments will arrive 3-5 days quicker than checks.
- General Contractor (GC) partial lien waivers are not applicable to State contracts.
- Owner's project budget may be found at <https://smd.alabama.gov/construction-and-facilities-contracting-current-advertisements/>

AUTHORITIES WITH JURISDICTION

- State Division of Construction Management (Building Commission) – None
- Local Building Authority (city or county) – None
- State Insurance Department (workman's comp, etc.) – Yes
- ADEM - Yes
- OSHA – Yes
- Federal such as EPA, ALDOT – Yes
- ALL FEES required by State and Federal Agencies are the responsibility of the General Contractor.

Davis-Bacon Act

- Davis-Bacon Act does NOT apply to State of Alabama projects.

Liquidated Damages DO Apply

- See General Conditions paragraph 51 for amounts and application.

RECEIPT OF PROPOSALS

- All entities bidding must be registered to do business in the State of Alabama. All bidders bidding in amounts exceeding \$50,000.00 must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975.
- Sealed bids (with one original required, and a second copy/original is preferred for hand-written forms (PLEASE PRINT NUMBERS CLEARLY) will be received by The Armory Commission of Alabama, at the State Military Department Building, 1720 Congressman W.L. Dickinson Drive, PO Box 3711, Montgomery, Alabama until **2:00 P.M. CT for Mobile (FMS #28) REPAIRS on Thursday, April 18, 2024**

for (IFB# AC-24-B-0001-S), at which time they will be publicly opened and read at the State Military Department Joint Force Headquarters Building, Classroom 201, at 1720 Congressman W.L. Dickinson Drive, Montgomery, AL.

- **After the date and hour set for Bid Opening, changes by telegram, written communication or facsimile will not be accepted** (Para 10 – Instructions to Bidders). This clarification may also be found in Paragraph 7 of the Invitation to Bids. Changes may only be made on the outside of the bid package envelopes.
- On the day of the bid opening, allow for time to clear gate security. **Contractors are encouraged to be there by 1:00 P.M. CT to insure access. Must have current Driver’s License, Insurance, and Vehicle Registration to clear the gate security.**
- Ensure the proposal is addressed to The Armory Commission of Alabama. **All blanks on the Proposal Forms must be filled.** Do not add any information that is not called for.
- **Bid prices** do NOT include Sales or Use Taxes in accordance with Act 2013-205.
 - Second page of Bid Proposal Form includes estimated sales tax amount. This does not determine the low bidder.
 - For additional information concerning this guidance, tax payers should contact the Sales and Use Tax Division representative at 334-242-1574 or by email at thomas.sims@revenue.alabama.gov.
 - The Dept of Revenue will issue a tax abatement number to the successful bidder for use on this contract.
- **Bid Bonds** - Certified checks or bid bonds (Power of Attorney is required) payable to The Armory Commission of Alabama in an amount not less than five (5) per cent of the amount of the bid, but in no event more than \$10,000.00 per project, must accompany the bidder's proposal.
 - Bid Bond must list Armory Commission of Alabama as Owner and must be accompanied by a power of attorney for the person signing on behalf of the surety. Be sure the Power of Attorney signee is from the same surety company.
 - Bid Bond must be fully executed by all parties. Please carefully check your forms and signatures.
- **Disclosure Statement** – Armory Commission of Alabama prefers this be completed and included with your bid.
- **All Bidders’ Alabama General Contractor’s Licenses MUST** be in good standing at the time of the bid submittal or a substantial fine may be incurred from the State of Alabama.

E-VERIFY

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

ALLOWANCES

- No specified allowances.

ATTIC STOCK

- Provide as specified.
- Provide lamp replacements for new fixtures as applicable.

REQUESTS FOR INFORMATION (RFI)

- Due no later than **Wednesday, April 10, 2024 at 2:00 P.M. CT**
- Must be emailed to Anne Nieman at PWBA Architects, Inc. anieman@pwba-architects.com
- All RFI’s will be answered through Addenda.

PRIOR APPROVAL

- This project requires, and the State solicits, full competition; however, pre-bidding equal status of products is requested to ensure equality of products being proposed. (See Substitution Request Form in the specifications.) All product substitutions should be requested **prior to bid** and per the Contract Documents. (Instructions to Bidders paragraphs 3 & 4, General Conditions 2.C.5.). Substitutions submitted to the AE no later than the above stated due date for RFI submittals, and which are reviewed and approved by the Owner, will be included in Addenda and distributed to all plan holders.

UTILITIES

- Utilities are the **Owner’s** responsibility.
- GC May use the facilities restrooms during normal operating hours.

TESTING AND CERTIFICATIONS

- All testing and certifications in the specifications are solely the G.C.'s responsibility. (i.e. concrete testing; ADEM requirements, equipment start-up and certification, etc.).
- Owner has the right to do destructive testing to verify installed conditions – NEW or existing.

WARRANTY MAINTENANCE

- GC 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.
- This will be per manufacturer's requirements and whatever is needed to maintain their warranty and will be documented to the Owner (Armory Commission) through the A/E.

PRE-WORK REQUIREMENTS (PLEASE PROVIDE PRIOR TO PRE-CONSTRUCTION CONFERENCE)

- Contractor must provide Construction Schedule (General Conditions Para. 9), Schedule of Values, Draw Schedule, List of Subs (Para. 40), and Superintendent (Para 18).
- Submittals Schedule & RFI Log.
- Schedule of Values - Break out materials and labor for each category on separate lines. Must also contain separate line(s) for each allowance as applicable.
- Schedule of Values must also contain a separate line for Closeout Documents at 2.5% of the contract price.

CONTRACT PERIOD

Per specifications Section 01 10 00: The General Contractor shall perform all work in not more than **225 calendar days** according to the following (calculated as the sum of Paragraphs 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 **180 calendar days**, from Notice to Proceed 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 calendar 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.

SUPERINTENDENT

- Must be a full-time employee of G.C. to satisfy Owner and GC liability requirements.
- Must be available for the Owner to contact by phone and email 24/7 in case of emergencies.
- Must be on-site at all times work is taking place. If the superintendent must leave the site for a short period of time, an acting superintendent is to be designated to be on site and readily available to the Owner at all times.

PROJECT SITE ACCESS / SECURITY ISSUES

- Contractor will have total access to the site for the duration of work. Coordinate in advance with the Owner's Project Manager and the local shop chief for access to facilities after normal working hours.
- Work week is Tuesday – Friday 7:00 AM – 5:30 PM. Bids must take stated work week into consideration.
- This is a gun free, drug free installation. This installation has secure access requirements. All individuals are to adhere to all rules for entering the site.

SAFETY

- **Safety is the GC's responsibility.** The GC should have required safety gear for loan to site visitors and should notify the Owner and AE of his safety requirements while visiting the site.
- OSHA has jurisdiction on State of Alabama projects.

JOBS REPORTS

- Jobs Reports are required and must be submitted once per quarter on supplied EXCEL spreadsheet. Jobs reports are due on the last business day of each quarter. Report labor hours for the General Contractor and direct sub-contractors for each trade classification. Davis Bacon Act does not apply.

OWNER/ARCHITECT/CONTRACTOR MEETINGS (OAC's)

- **General Contractor** is to hold and run monthly OAC's. Provide agenda and draft submittal forms to A/E at least 2 days prior to the meeting for review and additional items of discussion.
- **Required items to discuss:** Schedule, RFIs, RFPs, Change Order Requests, Contract Modifications, Submittal logs, and as-builts.
- Contractor must provide updated Construction Schedule (General Conditions Para. 9), Schedule of Values, and Draw Schedule for each meeting.
- Update the RFI Log for each OAC meeting.

WEATHER DELAY REQUESTS

- Must be **requested monthly** by GC with back-up documentation to the Architect – simultaneous with OACs. **Delayed reporting of weather delays will be rejected by the Owner.**
- Must be requested on the form at Section 00 63 56 and in accordance with General Conditions paragraph 22.
- ONLY above-normal rainfall may be claimed.

IMPACT DAYS

- The GC should maintain all documentation on timelines of orders placed and order confirmations from suppliers in case of delays. GC to notify AE of substantial delays on critical path items ASAP.
- Owner will work with General Contractors on delays caused by long lead-time items as long as the Owner is kept informed and updated on status throughout the project work time.
- Owner will pay Stored Materials (less retainage) according to specifications and State of Alabama contracts if they are in secured facilities.
- GC's and sub-contractors should break pricing into material and labor to make reporting on any delays and impacts to schedule easier to document.
- Owner will review submittal logs, order confirmations, and monthly schedule updates to determine project impact.
- Owner delays beyond the allowable time for processing Contract Modifications may also be claimed if approved by Owner.

CONTROL SYSTEMS (Armory Commission has specific requirements – please review.)

- All work affecting existing and new controls systems must be coordinated with Owner and local tenants. Prior notification of at least one week in advance is requested prior to any shut-down, testing, switch-over, etc.

IT SYSTEMS

- Any communications-related work involving servers, fiber networks, security systems, etc. must be coordinated and pre-approved in advance with the Owner's IT security team.

DESTRUCTIVE TESTING CLARIFICATION

- No one is authorized to perform any destructive testing at the site who is not under contract with The Armory Commission of Alabama.

PROTECTION OF SURROUNDING WORK

- GC is to coordinate with local personnel for access to sensitive areas and equipment.
- Contractor is responsible for repairing or replacing damaged existing-to-remain materials and/or conditions to the satisfaction of the Owner.
- Environmentally sensitive areas must be protected for the duration of the contract.

MODIFICATIONS TO GC CONTRACT (REVIEWED AT PRE-CONSTRUCTION CONFERENCE)

- By Alabama law, there is a 25% cap on overhead and profit.
- See Special Conditions paragraph 19 and Specification section 01 26 00 for all requirements.

- **The Owner's Representatives are the only ones who shall be allowed to request and approve modifications to the contract. Approvals will be in writing except for time-sensitive emergencies, which will be documented.**
- Use Change-Order Recap Form as provided in Project Manual Section 01 26 14.

RETAINAGE

- By Alabama law - 5% through 50% (General Conditions paragraph 28 and Code of Alabama 39-2-12(c).
- This is a state law and cannot be altered. Retainage will be paid at Final Payment after all Close-Out requirements are received and approved.

PUNCHLIST/FINAL INSPECTION

- The Owner does not accept "substantial completions".
- Punchlist Inspection – will include review of O/M manuals and as-builts. Failure of G.C. to provide O/M manuals or as-builts for review may result (at the discretion of KO/COR) to the inspection being "continued" until such time as they have been presented to the A/E plus one week for review and scheduling. **All operator training must be accomplished prior to the Punchlist Inspection** – failure to complete all operator training prior to the punch list inspection will result in the inspection being cancelled and rescheduled once all operator training is complete.
- Owner's Operator training - Provide 2 weeks advance notice for Owner's operator training to both the A/E and Owner's Project Manager.
G.C. is required to video tape all training.
- Final Inspection – **GC to provide 2 complete hard sets of the O/M manuals and as-builts to KO/COR prior to inspection.** Failure to provide both sets of O/M Manuals and as-builts will result in the inspection being cancelled and rescheduled at G.C.'s sole expense.
- **Items noted for correction at Final Inspection will be Warranty Items.**

PROJECT CLOSEOUT

- Refer to specifications 01 77 00 (Project Closeout), 01 78 13 (Project Closeout Checklist) and 01 78 39 (Project Record Documents).
- All closeout documents to be submitted and accepted **PRIOR** to the processing of the final payment.

COMPLETION ADVERTISEMENT

- The Certificate of Completion must be issued BEFORE the Completion Advertisement is run. Generally, the certificate will be issued the day of Final Inspection.
- The cost and scheduling of the Completion Advertisement is solely the G.C.s responsibility.
- The Affidavit must be signed by the publisher or someone in their organization with knowledge that the ad has run. (Code of Alabama 39-1-1(f)).
- The form of advertisement can be found at 00 65 13 and the sample affidavit can be found at 00 65 15

WARRANTY REQUIREMENTS

- Applicable laws must be "State of Alabama".
- Venue (for arbitration or lawsuits) MUST be State of Alabama. The City and/or County where project is located in Alabama may be included to meet Manufacturer's requirements.
- Warranty periods must start no later than Final Acceptance and run for full term as required in Contract documents.
- GC responsible for providing complete, registered warranties. Owner strongly suggests sending a draft warranty through an RFI to the AE for review prior to execution.
- Required Warranties –
 - There will be no Beneficial Occupancies granted. ALL WARRANTIES BEGIN AT DATE OF FINAL ACCEPTANCE. General Contractors may be required to purchase extended warranties by the Manufacturer to cover any time difference.
 - GC One Year Guarantee (General Conditions paragraph 49)
 - Special Warranties (as required by individual specification sections but also must meet more stringent State laws and requirements).
- GC is required to perform all manufacturers' required warranty maintenance throughout the duration of the One Year GC Warranty period, i.e., until one year after Final Acceptance. This will be per

manufacturer's requirements and whatever is needed to maintain their warranty and will be documented to the Owner (Armory Commission) through the A/E.

PROJECT OVERVIEW

This Project consists of the following:

- New oil-water separator underground pit
- Refurbish existing oil-water separator above-ground unit.
- Refurbish existing used oil storage tank.
- Clean concrete pads.
- Repaint existing bollards. Provide new bollards as shown.
- Replacement of electrical conduit, components, and grounding supporting the oil-water separator system.
- Work related to the air compressor system in the vehicle maintenance shop.

COMMENTS AND QUESTIONS:

Local newspaper recommendation for advertisements: Lagniappe Weekly, Mobile, AL
<https://www.lagniappemobile.com/>

Weather data for weather delay reports may be obtained from the local NOAA weather station in Mobile.

We have verified that previous design drawings show the drain line for the existing wash rack north of the oil-water separator is piped to the sanitary sewer line coming into the concrete collection tank at the east end. There is a clean-out for this sanitary sewer line located in the pavement in front of the metal carport canopy. Replacement of the clean-out cap with the correct recessed type will be addressed in an Addendum.

Mobile FMS #28 Repairs
 PRE-CONSTRUCTION CONFERENCE

INITIAL IF PRESENT	NAME (Please Print)	COMPANY	CONTACT PHONE	E-MAIL ADDRESS
AD	Anne Nieman (Project Mgr)	PWBA Architects, Inc., Montgomery, AL	(334) 244-4990; 229	anieman@pwba-architects.com
	Bill Sealy, P.E. (Civil Eng.)	PSE Designs, Mobile, AL	(251) 219-6089	wtsealy@psedesigns.com
	Kolby Kirk	PSE Designs, Mobile, AL	(251) 219-6089	kkirk@psedesigns.com
EH	Eric Holt	AL State Military Dept. COR	(334) 260-6355	kenneth.e.holt2.nfg@army.mil
	Larry Crawley, P.E.	ALARNG CFMO Div. Chief	(334) 202-1038	samueal.l.crawley.nfg@army.mil
	Michael Levingston	ALARNG CFMO Program Management	(334) 213-7577	michael.l.levingston.mil@army.mil
	Brad Johnson	ALARNG CFMO Project Mgr	(334) 703-7456	bradson.h.johnson-nfg@army.mil braymond.a.teng2.nfg@army.mil
	Lance Bellinger	CFMO Architect	(334) 290-4720	lance.p.bellenger.nfg@army.mil
	Burt Rowell	State Military Dept	(334) 213-7544	burt.rowell@smd.alabama.gov

