

ADDENDUM NO. 3
TO THE CONTRACT DOCUMENTS
for the construction of

Date: May 24, 2020
Project No.: D3197100

WRIGHT SMITH, JR. WASTEWATER TREATMENT PLANT
HEADWORKS REPLACEMENT PROJECT

MOBILE AREA WATER AND SEWER SYSTEM
MOBILE, ALABAMA

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of Wright Smith, Jr. Wastewater Treatment Plant Headworks Replacement Project dated April 2020 as fully and completely as if the same were fully set forth therein:

A. PART 1 - MAWSS STANDARD SPECIFICATIONS

1. Proposal - DELETE in its entirety and REPLACE with the attached. The revised Proposal adds Deductive Alternates No 1. The REVISED Model Bid Package is also attached.
2. Section 01 11 00 - DELETE in its entirety and REPLACE with the attached. The revised section accommodates the addition of Deductive Alternates No 1.

B. PART 2 DRAWINGS

1. Drawing 01-G-005 – SEQUENCE OF CONSTRUCTION -REVISE Step 6 to include the provision of temporary stormwater discharge routing as needed to allow for the demolition of the existing headworks prior to the installation of the final stormwater discharge piping.
2. Drawing 05-C-2001 – Key Note 8_-ADD the following: “Remove the entire structure under the base bid. Under Deductive Alternate No 1, leave in place the structure below elevation -5 (negative 5), add the removal of the caps of the existing 18 pressure relief valves in the structure floor slab, fill the remaining structure with granular drain material to elevation -13 (negative 13), cover the granular drain material with a nonwoven geotextile fabric and fill the remainder of the structure per General Note 3.

C. **QUESTIONS AND RESPONSES (Q and R):**

1. Q: The Instructions to Bidders and the Agenda to the Prebid Conference as issued with Addendum 2 indicate a maximum Bid Bond amount of \$10,000. However, the Bid Bond form indicates a maximum amount to be “in no event more than Fifty thousand Dollars (\$10,000.00)”. Please confirm the Bid Bond maximum amount is \$10,000.

R: Confirmed. The Form is updated in the Model Bid Package.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 in the Bid Form AND by submitting the Addendum with the bid package. Bid Forms submitted without acknowledgment AND without this Addendum will be considered in nonconformance.

Jacobs

David A. Carr

Project Manager

Appended hereto and part of Addendum No. 3:

Proposal, attached.

Model Bid Package, attached.

Section 01 11 00, Summary of Work, attached.

END OF ADDENDUM

PROPOSAL

**TO: BOARD OF WATER AND SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA**

Submitted: _____
(Date)

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Plans and Specifications for the Work and all Contract Documents relative thereto, and has read the Board's Standard Specifications and all General Conditions and Special Provisions furnished; and that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Board of Water and Sewer Commissioners of the City of Mobile, Alabama, in the form of contract specified to furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the following Work:

**WRIGHT SMITH JR. WWTP HEADWORKS REPLACEMENT PROJECT
JACOBS PROJECT NO. D3197100**

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Plans, Specifications and all other Contract Documents to the full and entire satisfaction of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and other Contract Documents for the lump sum or unit prices listed opposite each item.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for the item in which it most logically is included.

The Owner reserves the right to award the Contract to the lowest responsible and responsive Bidder. The basis of award for this project shall be based upon the Total Base Bid plus the total amount of additive alternates and less the total amount of deductive alternates that are selected by the Owner.

Bidder will complete the work in accordance with the Contract Documents for the following price:
_____ Dollars and _____ Cents
(words)

\$ _____
(numerals)

The Bidder shall include an Owner’s Allowance in the amount of \$200,000.00 in the total bid price.

The Base Bid Summary is as follows:

Lump Sum Base Bid Price: \$ _____
Owner’s Allowance: \$ 200,000.00

TOTAL BASE BID (total of above and equal to total bid) \$ _____

Either or both of the following Additive Alternates 1 and 2 may or may not be accepted by the Owner at the time of award of the contract at the Owner’s sole discretion.

Additive Alternate No 1. – Supply and Install the Traveling Water Screen (Band Screen) System as indicated in Section 44 42 01, Traveling Water Screen

Bidder further proposes that if the Board of Water and Sewer Commissioners of the City of Mobile, Alabama elect to include the supply and installation of a travelling water screen (band screen) system inclusive of the screen basin changes from that indicated for the base bid, screen unit (SCRN-110), washwater booster pump (P-130), discharge conveyor (CONV-120 and all associated electrical and control components as indicated in the drawings along with any other miscellaneous changes as necessary to accommodate this change , the Contract Price will be increased in the amount of:

_____ Dollars and _____ Cents
(words)
\$ _____
(numerals)

Additive Alternate No 2. – Plant Sewer Flow Meter (FIT/FE/FQI110)

Bidder further proposes that if the Board of Water and Sewer Commissioners of the City of Mobile, Alabama elects to include the supply and installation of a plant sewer flow meter in the band screen basin (SB-110) inclusive of all associated electrical and control components as indicated in the drawings along with any other miscellaneous changes as

necessary to accommodate this change , the Contract Price will be increased in the amount of:

_____ Dollars and _____ Cents
(words)
\$ _____ (numerals)

Either or both of the following Additive Alternates 3 and 4 may or may not be accepted by the Owner at any time at or after the award of the contract up to the initiation of the majority of the project’s required pavement operations at the Owner’s sole discretion. The quantities of either additive alternate is at the Owner’s discretion without a change in the contract time or the unit price up to a quantity to encompass all of the existing paved areas of the facility.

Additive Alternate No 3. – Additional Asphalt Overlay (Unit Price Basis)

Bidder further proposes that if the Board of Water and Sewer Commissioners of the City of Mobile, Alabama elects to direct and include additional asphalt overlay of existing paved areas (concurrent with other paving operations) inclusive of all associated work as necessary to complete the overlay, the Contract Price will be increased on a unit price basis of \$ _____ (numerals) per square yard in the bid quantity of 1,000 square yards for a total amount of:

_____ Dollars and _____ Cents (words)
\$ _____ (numerals).

Additive Alternate No 4. – Asphalt Replacement (Unit Price Basis)

Bidder further proposes that if the Board of Water and Sewer Commissioners of the City of Mobile, Alabama elects to direct and include asphalt removal and replacement with 3” thick asphalt (concurrent with other paving operations) inclusive of all associated work as necessary to complete the replacement, the Contract Price will be increased on a unit price basis of \$ _____ (numerals) per square yard in the bid quantity of 100 square yards for a total amount of:

_____ Dollars and _____ Cents (words)
\$ _____ (numerals).

The following Additive Alternates No. 5 and No. 6 may or may not be accepted by the Owner at the award of the contract at the Owner’s sole discretion.

Additive Alternate No 5. – Fuel Storage Tank Replacement

Bidder further proposes that if the Board of Water and Sewer Commissioners of the City of Mobile, Alabama elects to include the removal of the existing underground fuel storage

tank and the supply and installation of a replacement above ground fuel storage tank along with all associated accessories and piping as indicated in the drawings, the Contract Price will be increased in the amount of:

_____ Dollars and _____ Cents
(words)
\$ _____
(numerals)

Additive Alternate No 6. – Contaminated Soil Removal and Disposal (Unit Price Basis)

Bidder further proposes that if the Board of Water and Sewer Commissioners of the City of Mobile, Alabama elects to direct and include removal, disposal and replacement of any contaminated soils in association with the underground fuel tank removal inclusive of all transportation and disposal fees, the Contract Price will be increased on a unit price basis of \$ _____ (numerals) per square yard in the bid quantity of 20 cubic yards for a total amount of:

_____ Dollars and _____ Cents (words)
\$ _____ (numerals).

Deductive Alternate No 1. – Reduce the Existing Headworks Structure Demolition Scope of Work

Bidder further proposes that if the Board of Water and Sewer Commissioners of the City of Mobile, Alabama elect to include the reduce the existing headworks structure demolition scope as indicated in Specification Section 01 11 00 and Drawing 05-C-2001 along with any other miscellaneous changes as necessary to accommodate this change, the Contract Price will be decreased in the amount of:

_____ Dollars and _____ Cents
(words)
\$ _____
(numerals)

The Bidder further proposes and agrees hereby to commence the Work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the Engineers to proceed, and reach Substantial Completion of the work within 365 consecutive calendar days from and after the date stated in said notice and to achieve Final Completion of the work within an additional 30 days after Substantial Completion.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the bond within 10 consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond in the amount of 5 percent of this bid accompanying this bid, and the monies payable thereon, shall be paid into the funds of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama as liquidated damages for such failure; otherwise the check or bid bond accompanying this Proposal shall be returned to the undersigned:

Attached hereto is a certified check on the _____
_____ Bank of _____
or a Bid Bond for the sum of _____
_____ Dollars (\$ _____)
made payable to the Board of Water and Sewer Commissioners of the City of Mobile, Alabama.

By _____
(Legal Signature)

(Printed Name and Title)

Witness: _____
(Legal Signature)

Witness: _____
(Legal Signature)

ADDRESS:

CONTRACTOR'S LICENSE NO:

BIDDER acknowledges receipt of the following ADDENDA:

SSO AND UNPERMITTED DISCHARGE PREVENTION NOTIFICATION:

Sanitary Sewer Overflows (SSOs) and unpermitted discharges of wastewater to the environment are a violation of Federal and State laws, as well as a breach of this Contract. The Contractor and associated subcontractors, vendors, and other entities and persons chosen to complete this Work shall not, through act or omission, discharge untreated wastewater to the environment or cause wastewater to back up into a building. The Contractor hereby agrees to indemnify the Owner if the Owner is assessed penalties or fines, receives regulatory actions, or has claims, actions, or suits filed against it by any person or entity as a result of SSOs or unpermitted discharges caused by act or omission of the Contractor and/or any entity or person performing Work in the Contractor's behalf under this Contract. The Contractor shall reimburse the Owner for all damages, losses, penalties, fines, judgments, interest, costs, and expenses of every nature incurred by the Owner, including but not limited to reasonable attorney's fees, arising from or associated with each SSO or unpermitted discharge. In addition, the Contractor shall pay the following penalties to the Owner for SSOs and unpermitted discharges caused by the Contractor or any entity or person performing Work in the Contractor's behalf, regardless of whether such SSOs or discharges reach waters of the State.

<u>Estimated Volume Spilled</u>	<u>Penalty Amount</u>
0 to 10,000 gallons	\$1,000
10,001 to 25,000 gallons	\$2,000
25,001 to 50,000 gallons	\$2,500
50,001 to 150,000 gallons	\$3,000
More than 150,000 gallons	\$6,000

I, having authority to execute this document, have reviewed the above Notification, therein.

Contractor Name

Street City

Signature

Revised 6/2012

**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The completed Work will provide Owner with a new Headworks at the Smith WWTP and includes the following:
1. Provide a new Influent Screening Facility complete.
 2. Provide a new Grit Facility complete.
 3. Provide a new Grit Classifier Facility complete.
 4. Provide a new Influent Pump within the existing Influent Pump Station inclusive of associated work to include a new variable frequency drive (VFD) to control the new Influent Pump. This work also includes demolition of an existing Influent Pump to provide the space required to install the new Influent Pump.
 5. Provide a new 480V motor control center within the existing Gas Digester Building.
 6. Demolition of existing 480V motor control center two located within the existing Gas Digester Building.
 7. Demolition of the existing Degritter Structure and associated equipment.
 8. Demolition of the existing splitter box as shown on the Drawings.
 9. Demolition of the existing screenings and grit removal structure, equipment, as shown on the Drawings.
 10. Demolition of the existing buildings in the area of the new grit facility as shown on the Drawings
 11. Other items as shown on the Drawings or as specified.
- B. Alternates:
1. Additive Alternates No. 1, 2 and 5 and the unit price of Additive Alternate No. 6 that were selected by the Owner, as evidenced in the Agreement, are made a part of this Contract.
 2. Additionally, the unit prices of Additive Alternates 3 and 4 are available for acceptance and utilization by the Owner any time from contract award up to the initiation of the majority of the project's required pavement operations at the Owner's sole discretion. Quantities utilized under these additives may be less than or more than the quantities as indicated in the Proposal without any change in the unit price at the Owner's sole discretion. Unused or overages on quantities will be the basis of a change order modifying the Contract amount. The use of these additives will not be a basis for a change in the contract time.

Smith Wastewater Treatment Plant - Headworks Replacement

3. Additionally, Deductive Alternate No. 1 that was selected by the Owner, as evidenced in the Agreement, is made a part of this Contract.
4. A contract time change is not associated with these alternates.
5. Alternates that were Bid were as described below:
 - a. Additive Alternate No. 1: Provide a band screen upstream of the Influent Screens Facility.
 - b. Additive Alternate No. 2: Provide a flowmeter on the In-Plant Return line as shown on the Drawings.
 - c. Additive Alternate No. 3: Provide additional asphalt overlay on a unit price basis as bid. Overlay shall be of the areas as directed by the Owner and in accordance with the contract details for overlay.
 - d. Additive Alternate No. 4: Provide asphalt replacement on a unit price basis as bid. Replacement shall be of the areas as directed by the Owner and in accordance with the specification requirements for asphalt patching.
 - e. Additive Alternate No. 5: Include in the work the removal of an existing underground fuel storage tank and the supply and installation of a replacement above ground fuel storage tank along with all associated accessories and piping as indicated in the drawings to provide a complete replacement fuel supply.
 - f. Additive Alternate No. 6: Include removal, disposal and replacement of any contaminated soils in association with the underground fuel tank removal inclusive of all transportation and disposal fees. The actual quantities of Additive Alternate No. 6 is unknowable until during the removal of the fuel tank and will be determined as directed by the licensed storage tank removal supervisor. The unit price as bid will be utilized without a change in the contract time or the unit price up to a quantity of 40 cubic yards.
 - g. Deductive Alternate No. 1: Reduce the demolition scope of the existing headworks structure as indicated on Drawing 05-C-2001.

1.02 PROVISIONS FOR MAINTENANCE OF THE EXISTING FACILITY IN OPERATION

- A. An integral component of the work is the maintenance of the existing facility in operation throughout the prosecution of the work. Such work shall include sequencing of the work, bypass pumping, and temporary means as required herein and as necessary to allow the Facility to continuously accept and fully treat raw sewage. See Section 01 31 13, Project Coordination for additional requirements.

1.03 PROVISIONS FOR FUTURE WORK

- A. Provisions for future construction are shown on the Drawings. The provisions for future Work includes all conduit required to power and control the components associated with the band screen and the flowmeter that are included under Additive Alternates 1 and 2.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

THE BOARD OF WATER AND SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA

Project # D3197100

Wright Smith Jr. WWTP Headworks Replacement Project

BID PACKAGE

Bid Package Items	Paper Color
Invitation for Bid	White
Page divider tabbed "ADDENDUMS"	Yellow
All issued addendums	White
Page Divider tabbed "BID TOTAL"	Yellow
Proposal Page 1	White
Proposal Pages 2, 3 and 4	Yellow
Proposal Page 5 – Signature Page	Yellow
Page divider tabbed " SSO NOTIFICATION "	Yellow
Proposal Page 6 SSO and Unpermitted Discharge Prevention Notification	Yellow
Page divider tabbed "SUBCONTRACTING PLAN"	Yellow
SUBCONTRACTING PLAN	Yellow
MAWSS DBE Policy with Change of Sub-Contractor Form (7 pages)	White
Page divider tabbed "BID BOND"	Yellow
Bid Bond form	Yellow
Page divider tabbed "OTHER"	Yellow
Any other documents as required for a complete bid	White

INVITATION FOR BIDS

Sealed bids will be received by the Board of Water and Sewer Commissioners of the City of Mobile, Alabama ("Board"), at the Wesley A. James Operations Center, 4725 Moffett Road, Suite A, Mobile, AL 36618-0249 until **12:30 p.m., Local Time, June 1, 2020**, and then publicly opened and read, for furnishing all labor, materials, and performing all work for the following project: Contract No.: D3197100, Project Name: **Wright Smith Jr. WWTP Headworks Replacement Project**.

The project is funded by the Alabama Department of Environmental Management State Revolving Fund (SRF) Loan Program. The selected bidder shall comply with all conditions and requirements of the program as they pertain to this Project.

A complete set of electronic contract documents including Drawings, Specifications, referenced documents and a model bid package may be obtained via an e-mail request to Seth Tatman at Seth.Tatman@jacobs.com. A CD containing the electronic files of the Documents will be mailed at the request of the prospective bidder upon receipt by Jacobs of a \$50 non-refundable payment and a valid FedEx account number to which the shipping charges may be billed. Review of a physical set of the contract documents is not available.

Questions regarding the Contract Documents must be submitted electronically to JACOBS through Seth Tatman no later than **4:00 p.m. CDT, May 15, 2020** in order for responses to be provided via addendum prior to the bid date.

A non-mandatory **virtual Pre-Bid Conference** will be held through a conference call on **May 14, 2020 at 10:30 a.m.**, Local Time, to discuss bidding and project requirements. Prospective bidders and Subcontractors are encouraged to participate. Interested parties may join the virtual prebid conference by phone by dialing into the meeting at 1-888-796-6828 and using the participant code 906318#. There will not be a video feed associated with this meeting.

Bids must be submitted on the standard forms included with the Contract Documents in the tabbed and color-coded format as indicated.

Envelopes containing bids must be sealed and delivered to the Director, Board of Water and Sewer Commissioners of the City of Mobile, Alabama, 4725A Moffett Road, Mobile, Alabama 36618-0249: "Bid for constructing Project # D3197100 - Wright Smith Jr. WWTP Headworks Replacement Project, to be opened at 12:30 p.m., Local Time, June 1, 2020". The Bidder's Alabama State Contractor's License Number and discipline shall be on the envelope. Hand-delivered bid packages shall be delivered to the receptionist at the main entrance of the MAWSS office complex, 4725A Moffett Road, Mobile AL 36618.

Bid guarantee in the form of certified check, bid bond, or Irrevocable Letter of Credit acceptable to the Board will be required for at least 5 percent of the bid amount, **not to exceed \$10,000**.

The Board reserves the right to reject any and all bids and to waive any informality in bids received.

THIS INVITATION FOR BIDS IS CONDENSED FOR ADVERTISING PURPOSES. ADDITIONAL INFORMATION/REQUIREMENTS FOR BIDDERS CAN BE FOUND IN THE CONTRACT DOCUMENTS.

THE BOARD OF WATER AND SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA

ADDENDUMS

This page to be printed on yellow paper and a tab labeled "**ADDENDUMS**" shall be affixed to this page.

ADDENDUMS

Replace this sheet with printouts of any addendums as issued printed on white paper. Do not include printouts of any drawings or specifications as issued by addendums.

BID TOTAL

This page to be printed on yellow paper and a tab labeled "**BID TOTAL**" shall be affixed to this page.

PROPOSAL

**TO: BOARD OF WATER AND SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA**

Submitted: _____
(Date)

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Plans and Specifications for the Work and all Contract Documents relative thereto, and has read the Board's Standard Specifications and all General Conditions and Special Provisions furnished; and that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Board of Water and Sewer Commissioners of the City of Mobile, Alabama, in the form of contract specified to furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the following Work:

**WRIGHT SMITH JR. WWTP HEADWORKS REPLACEMENT PROJECT
JACOBS PROJECT NO. D3197100**

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Plans, Specifications and all other Contract Documents to the full and entire satisfaction of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and other Contract Documents for the lump sum or unit prices listed opposite each item.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for the item in which it most logically is included.

The Owner reserves the right to award the Contract to the lowest responsible and responsive Bidder. The basis of award for this project shall be based upon the Total Base Bid plus the total amount of additive alternates and less the total amount of deductive alternates that are selected by the Owner.

Bidder will complete the work in accordance with the Contract Documents for the following price:
_____ Dollars and _____ Cents
(words)

\$ _____
(numerals)

The Bidder shall include an Owner’s Allowance in the amount of \$200,000.00 in the total bid price.

The Base Bid Summary is as follows:

Lump Sum Base Bid Price: \$ _____
Owner’s Allowance: \$ 200,000.00

TOTAL BASE BID (total of above and equal to total bid) \$ _____

Either or both of the following Additive Alternates 1 and 2 may or may not be accepted by the Owner at the time of award of the contract at the Owner’s sole discretion.

Additive Alternate No 1. – Supply and Install the Traveling Water Screen (Band Screen) System as indicated in Section 44 42 01, Traveling Water Screen

Bidder further proposes that if the Board of Water and Sewer Commissioners of the City of Mobile, Alabama elect to include the supply and installation of a travelling water screen (band screen) system inclusive of the screen basin changes from that indicated for the base bid, screen unit (SCRN-110), washwater booster pump (P-130), discharge conveyor (CONV-120 and all associated electrical and control components as indicated in the drawings along with any other miscellaneous changes as necessary to accommodate this change , the Contract Price will be increased in the amount of:

_____ Dollars and _____ Cents
(words)

\$ _____
(numerals)

Additive Alternate No 2. – Plant Sewer Flow Meter (FIT/FE/FQI110)

Bidder further proposes that if the Board of Water and Sewer Commissioners of the City of Mobile, Alabama elects to include the supply and installation of a plant sewer flow meter in the band screen basin (SB-110) inclusive of all associated electrical and control components as indicated in the drawings along with any other miscellaneous changes as

necessary to accommodate this change , the Contract Price will be increased in the amount of:

_____ Dollars and _____ Cents
(words)
\$ _____ (numerals)

Either or both of the following Additive Alternates 3 and 4 may or may not be accepted by the Owner at any time at or after the award of the contract up to the initiation of the majority of the project’s required pavement operations at the Owner’s sole discretion. The quantities of either additive alternate is at the Owner’s discretion without a change in the contract time or the unit price up to a quantity to encompass all of the existing paved areas of the facility.

Additive Alternate No 3. – Additional Asphalt Overlay (Unit Price Basis)

Bidder further proposes that if the Board of Water and Sewer Commissioners of the City of Mobile, Alabama elects to direct and include additional asphalt overlay of existing paved areas (concurrent with other paving operations) inclusive of all associated work as necessary to complete the overlay, the Contract Price will be increased on a unit price basis of \$ _____ (numerals) per square yard in the bid quantity of 1,000 square yards for a total amount of:

_____ Dollars and _____ Cents (words)
\$ _____ (numerals).

Additive Alternate No 4. – Asphalt Replacement (Unit Price Basis)

Bidder further proposes that if the Board of Water and Sewer Commissioners of the City of Mobile, Alabama elects to direct and include asphalt removal and replacement with 3” thick asphalt (concurrent with other paving operations) inclusive of all associated work as necessary to complete the replacement, the Contract Price will be increased on a unit price basis of \$ _____ (numerals) per square yard in the bid quantity of 100 square yards for a total amount of:

_____ Dollars and _____ Cents (words)
\$ _____ (numerals).

The following Additive Alternates No. 5 and No. 6 may or may not be accepted by the Owner at the award of the contract at the Owner’s sole discretion.

Additive Alternate No 5. – Fuel Storage Tank Replacement

Bidder further proposes that if the Board of Water and Sewer Commissioners of the City of Mobile, Alabama elects to include the removal of the existing underground fuel storage

tank and the supply and installation of a replacement above ground fuel storage tank along with all associated accessories and piping as indicated in the drawings, the Contract Price will be increased in the amount of:

_____ Dollars and _____ Cents
(words)
\$ _____
(numerals)

Additive Alternate No 6. – Contaminated Soil Removal and Disposal (Unit Price Basis)

Bidder further proposes that if the Board of Water and Sewer Commissioners of the City of Mobile, Alabama elects to direct and include removal, disposal and replacement of any contaminated soils in association with the underground fuel tank removal inclusive of all transportation and disposal fees, the Contract Price will be increased on a unit price basis of \$ _____ (numerals) per square yard in the bid quantity of 20 cubic yards for a total amount of:

_____ Dollars and _____ Cents (words)
\$ _____ (numerals).

Deductive Alternate No 1. – Reduce the Existing Headworks Structure Demolition Scope of Work

Bidder further proposes that if the Board of Water and Sewer Commissioners of the City of Mobile, Alabama elect to include the reduce the existing headworks structure demolition scope as indicated in Specification Section 01 11 00 and Drawing 05-C-2001 along with any other miscellaneous changes as necessary to accommodate this change, the Contract Price will be decreased in the amount of:

_____ Dollars and _____ Cents
(words)
\$ _____
(numerals)

The Bidder further proposes and agrees hereby to commence the Work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the Engineers to proceed, and reach Substantial Completion of the work within 365 consecutive calendar days from and after the date stated in said notice and to achieve Final Completion of the work within an additional 30 days after Substantial Completion.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the bond within 10 consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond in the amount of 5 percent of this bid accompanying this bid, and the monies payable thereon, shall be paid into the funds of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama as liquidated damages for such failure; otherwise the check or bid bond accompanying this Proposal shall be returned to the undersigned:

Attached hereto is a certified check on the _____
_____ Bank of _____
or a Bid Bond for the sum of _____
_____ Dollars (\$ _____)
made payable to the Board of Water and Sewer Commissioners of the City of Mobile, Alabama.

By _____
(Legal Signature)

(Printed Name and Title)

Witness: _____
(Legal Signature)

Witness: _____
(Legal Signature)

ADDRESS:

CONTRACTOR'S LICENSE NO:

BIDDER acknowledges receipt of the following ADDENDA:

SSO NOTIFICATION

This page to be printed on yellow paper and a tab labeled "**SSO NOTIFICATION**" shall be affixed to this page.

SSO AND UNPERMITTED DISCHARGE PREVENTION NOTIFICATION:

Sanitary Sewer Overflows (SSOs) and unpermitted discharges of wastewater to the environment are a violation of Federal and State laws, as well as a breach of this Contract. The Contractor and associated subcontractors, vendors, and other entities and persons chosen to complete this Work shall not, through act or omission, discharge untreated wastewater to the environment or cause wastewater to back up into a building. The Contractor hereby agrees to indemnify the Owner if the Owner is assessed penalties or fines, receives regulatory actions, or has claims, actions, or suits filed against it by any person or entity as a result of SSOs or unpermitted discharges caused by act or omission of the Contractor and/or any entity or person performing Work in the Contractor's behalf under this Contract. The Contractor shall reimburse the Owner for all damages, losses, penalties, fines, judgments, interest, costs, and expenses of every nature incurred by the Owner, including but not limited to reasonable attorney's fees, arising from or associated with each SSO or unpermitted discharge. In addition, the Contractor shall pay the following penalties to the Owner for SSOs and unpermitted discharges caused by the Contractor or any entity or person performing Work in the Contractor's behalf, regardless of whether such SSOs or discharges reach waters of the State.

<u>Estimated Volume Spilled</u>	<u>Penalty Amount</u>
0 to 10,000 gallons	\$1,000
10,001 to 25,000 gallons	\$2,000
25,001 to 50,000 gallons	\$2,500
50,001 to 150,000 gallons	\$3,000
More than 150,000 gallons	\$6,000

I, having authority to execute this document, have reviewed the above Notification, therein.

Contractor Name

Street City

Signature

SUBCONTRACTING PLAN

This page to be printed on yellow paper and a tab labeled "**SUBCONTRACTING PLAN**" shall be affixed to this page.

SUBCONTRACTING PLAN

In order for your proposal to be considered, you, as Bidder, must complete all blanks in this Subcontracting Plan and sign with a handwritten signature where indicated below.

Failure to fill in the blanks on this Subcontracting Plan and/or to include a handwritten signature will be cause for rejection of your bid.

It is MAWSS's goal that in all contracts, contractors shall make a demonstrated good faith effort to award 15% of the contract amount to certified Disadvantaged Business Entities [DBE's] / Diverse Suppliers as subcontractors and/or suppliers performing commercially useful functions which are consistent with contract requirements.

Copies of MAWSS DBE Policy 16-01 [for public works projects], DBE/Supplier Diversity Policy 17-01 [for contracts for other goods and services], MAWSS's list of certified Disadvantaged Business Enterprises [DBE's] / Diverse Suppliers, and lists of organizations that have information on DBE's / Diverse Suppliers are available from MAWSS's Supplier Diversity Office (251-694-3194) or from the MAWSS website, www.mawss.com.

PLEASE STATE WHAT PERCENTAGE OF THE WORK FOR THIS CONTRACT YOU PLAN TO AWARD TO DBE/DIVERSE SUPPLIER SUBCONTRACTORS AND/OR VENDORS:	(Total %) _____
ESTIMATED TOTAL DOLLAR AMOUNT TO BE AWARDED TO DBE/DIVERSE SUPPLIER:	(Total \$) _____
AMOUNT BID FOR THIS CONTRACT:	(Total \$) _____

If the above percentage is zero or is less than 15%, be sure to include your Affidavit of Contractor's Good Faith Efforts to Meet Subcontractor / Vendor Diversity Goals and all supporting documentation in your bid package.

Please list below all subcontractors and suppliers which you plan to use for this contract. Also indicate which of these are DBE's / Diverse Supplier by writing "yes" or "no" where indicated. Also list for each the percentage of the total contract amount to be performed by each and the certification group the DBE / Diverse Supplier is certified with. Attach additional sheets if needed. [If you are not using any subcontractors or vendors, you will need to write "zero" below and sign the form.]

SUBCONTRACTOR/ VENDOR NAME	DBE / Diverse Supplier? Yes or No	% OF CONTRACT AMT.	CERTIFICATION GROUP (MAWSS, ALDOT, ADECA, SRMSDC, BCIA)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CAUTION: ACCURATELY COMPLETE ALL PARTS OF THIS FORM AND SIGN BELOW:

WE WILL EXERCISE GOOD FAITH TO COMPLY WITH THIS PLAN AND MAWSS'S DBE REQUIREMENTS.

BIDDER

By: _____



Board of Water and Sewer Commissioners
Policy No.: UBE/DBE 16-01
Approved: December 5, 2016
Amended: October 2017

**DISADVANTAGED BUSINESS ENTERPRISE POLICY
FOR PUBLIC WORKS ACT CONTRACTS**

PURPOSE:

The purpose of this policy is to increase meaningful participation of Disadvantaged Business Enterprises in MAWSS contracts which are subject to the bidding requirements of the Public Works Act, to establish MAWSS's goals for DBE participation, and to set forth requirements for the MAWSS DBE Program.

SCOPE:

This policy will apply to all MAWSS publicly bid contracts for public works and the consultants who manage these contracts. If a contract is to be paid all or in part with non-MAWSS funds, and a funding entity has DBE program requirements that exceed or are more stringent than those of this Policy, then the additional DBE policy provisions of the funding entity or entities will also apply as contract requirements. Contracts for public works which do not meet the dollar threshold for public advertisement for bids will be subject to MAWSS's DBE Policy for Contracts for Goods, Services, and Small Public Works Projects.

In the event that MAWSS must enter into a contract for a public works project on an emergency basis, MAWSS will still seek competitive bids for the work and will declare the nature of the emergency in writing, in accordance with the Public Works Act. MAWSS reserves the right to waive or modify the requirements of this policy if the emergency is adversely affecting or presents an immediate threat to public health, safety, or the environment.

DEFINITIONS:

Contractor - An individual or business entity seeking to contract with MAWSS for a public works project and which will function in the role of general contractor for the project.

DBE - Disadvantaged Business Enterprise - A for profit small business concern for which socially and economically disadvantaged individuals own at least a 51 % interest and also control management and daily business operations, certified as such on one or more of the lists of DBE's referenced in this Policy.

MAWSS - Mobile Area Water and Sewer System.

Public Works Project - This will be as defined in §39-2-1, Code of Alabama, (1975), as amended.

DBE 16-01 MAWSS Disadvantage Business Enterprise Policy For Public Works Act Contracts

Subcontractor - For purposes of this Policy, a subcontractor means an individual or business entity which subcontracts with the general contractor to perform work or services for a public works project.

Supplier - For purposes of this Policy, an individual or business entity who enters into a contract with a general contractor to provide materials, equipment, or other products or items for a project.

Supplies - For purposes of this Policy, this term may include materials, equipment, supplies, or other products or items for a project.

Commercial Useful Function – A for profit business that is responsible for execution of the work of the contract or a distinct element of the work. A company or individual, who actually performs, manages or supervises the work involved.

POLICY:

It is MAWSS policy that Disadvantaged Business Enterprises (DBE's) be given ample and fair opportunities to do business with MAWSS, either directly or indirectly, by ensuring that contractors who enter into publicly bid public works contracts with MAWSS make earnest and diligent efforts to include DBE's as subcontractors and suppliers. Contractors who wish to bid on a MAWSS public works project shall take all necessary and reasonable steps in accordance with this Policy to ensure that DBE's have the maximum allowable opportunity to compete for subcontracts and supplier contracts for the project.

This Policy shall be race and gender-neutral. Contractors shall not discriminate in awarding subcontracts and supplier contracts on the basis of race, color, national origin, ethnicity, or sex, during the bid process as well as during performance of a MAWSS public works contract.

It is MAWSS's goal that in contracts for public works, contractors shall make a demonstrated good faith effort to award fifteen percent (15%) of the contract amount to certified Disadvantaged Business Enterprises as subcontractors and/or suppliers performing commercially useful functions which are consistent with contract requirements. This percentage shall be considered a target which is subject to modifications and may be waived or adjusted by MAWSS if the contractor, after demonstrating a good faith effort, is unable to comply with the 15% goal. However, the requirement that a contractor demonstrate a good faith effort shall not be considered informality subject to waiver, except in cases of emergency as noted above.

IMPLEMENTATION - THE MAWSS DBE PROGRAM:

A. Lists of Certified DBE's:

All contractors submitting bids for MAWSS public works contracts are required to utilize MAWSS's most recent list of certified DBE's in their efforts to meet their good faith DBE requirements. Bidders may also use the other lists specified below. If a bidder plans to use a DBE from one of the other lists, the bidder must notify MAWSS's DBE Office so that the DBE's certification can be verified.

MAWSS's list of certified DBE's includes a description of the areas for which each DBE can provide services or supplies. **Contractors are required to use DBE's only in the areas for which the DBE's are certified.**

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DBE subcontractors and suppliers may be selected from the following lists:

- MAWSS List of Certified Disadvantaged Business Enterprises - www.mawss.com
- Alabama Department of Transportation Certified List - www.dot.state.al.us
- SRMSDC Certified List [Southern Region Minority Supplier Development Council] www.srmsdc.org
- ADECA Certified List [Alabama Department of Economic and Community Affairs] www.adeca.alabama.gov
- BCIA Certified List [Birmingham Construction Industry Authority] www.bcial.org

A contractor may also contact MAWSS's DBE Office if the contractor knows of a DBE who would like to be added to the MAWSS certified list in order to qualify as a subcontractor or a supplier. The MAWSS DBE Office will work with the contractor and the DBE to determine if the DBE meets certification requirements.

The current listings of DBE's certified by MAWSS are available on MAWSS's website: www.mawss.com or by contacting MAWSS's DBE Office at (251) 694-3194.

B. DBE Requirements:

Contractors who wish to enter into a public works contract with MAWSS must make good faith efforts to comply with MAWSS's goals for DBE participation by learning about, contacting, and negotiating with potential DBE's who are able and available to provide work or supplies for the project.

In addition to obtaining lists of certified DBE's, Contractors will contact organizations which provide assistance to DBE's and obtain contact information for DBE's available to provide services and materials. A list of such organizations is available from the MAWSS DBE Office.

Contractors will then contact certified DBE's to obtain prices and other information necessary for the contractor to evaluate the possibility of participation by DBE's.

Contractors bidding on MAWSS public works projects must list all DBE subcontractors and suppliers on the **Subcontracting Plan form** submitted in the bid package and sign the form. When preparing a bid, the bidding contractor must obtain firm prices from all DBE's. The bid package must include correspondence from each DBE subcontractor/supplier on the DBE's letterhead in which the DBE confirms negotiated terms for the subcontract or supply contract, including compensation and a brief description of the scope of work or the items to be supplied.

If a contractor bidding for a MAWSS contract is unable to meet the 15% goal for DBE participation for the project, the contractor must note this on the Subcontracting Plan form, state what percentage of the goal was achieved, if any, and sign the form. The contractor must also submit an **Affidavit of Contractor's Good Faith Efforts to Meet DBE Goals** with the bid package setting forth the reasons the goal could not be achieved for this project. The Affidavit must include names, addresses, and contact information for each DBE contacted, a description of information provided to each, and a statement regarding each as to why an agreement for a subcontract or supply contract was not reached. The Affidavit must include description of the

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good faith efforts made to obtain DBE participation, referencing the factors listed below. Documentation supporting the statements in the Affidavit must be attached thereto.

C. Demonstrating good faith efforts to meet MAWSS's DBE goals for a public works contract:

When bids are received for a public works contract, MAWSS's DBE Office will review the submittals relative to DBE Program requirements. **To determine if a bidder has demonstrated a good faith effort to reach**

MAWSS's DBE participation goal, the MAWSS DBE Office will review and consider bidder's submitted documentation as to the following factors:

- Did the bidder obtain the MAWSS List of Certified DBE entities? What other lists of certified DBE's did the bidder use, if any?
- Did the bidder use the services of available community organizations, small and/or disadvantaged business groups, local, state, and federal small or disadvantaged business assistance offices, and other organizations which provide assistance in recruitment and placement of DBE's, to obtain information and contact information for DBE's who might be able to perform work or furnish supplies for the project?
- Did the bidder attend pre-bid meetings scheduled by MAWSS to which DBE's were also invited, to inform DBE's of opportunities to provide services or supplies for the project?
- Did the bidder advertise in general circulation media and trade association publications concerning DBE opportunities for the project and give potential subcontractors and suppliers reasonable time to respond and negotiate?
- Did the bidder provide written notice to a reasonable number of DBE firms and allow them sufficient time to respond and negotiate?
- Was the information provided by the bidder to potential DBE subcontractors and suppliers adequate to apprise them of the plans, specifications, and requirements for the project?
- If the bidder received initial solicitations from interested DBE's, did the bidder follow up by contacting the DBE's again to determine if the DBE's were interested in subcontracting or furnishing supplies for the project?
- What efforts did the bidder make to determine whether the project specifications, drawings, and other documents presented opportunities for participation by DBE's? Did the bidder select certain portions of the work as suitable for performance by DBE subcontractors, or break down the work into smaller parts in order to allow participation by DBE's?
- For any DBE determined by the bidder to be unqualified or unable to participate, did the bidder offer a reasonable justification for the bidder's decision not to utilize that DBE?
- If the bidder contacted the MAWSS DBE Office requesting that potential subcontractors or suppliers be considered for addition to the MAWSS certification list, this should also be documented and will be considered by MAWSS.

The foregoing list is not exclusive. Other efforts to comply may be documented by a bidder for consideration by MAWSS.

Bidders shall have until the close of business on the fourth day after the bid opening to submit complete information in compliance with the DBE Program. Additional information, such as clarifying documentation, provided after the close of business on the fourth day after the bid opening shall only be provided and/or accepted upon request of the MAWSS' DBE Office and such information shall be submitted as expeditiously as possible so MAWSS can determine if the bid is in compliance with this policy.

Contractors are hereby notified that bids which do not comply with MAWSS's DBE Policy and Program requirements may be rejected as non-responsive.

D. Continuing compliance with the MAWSS DBE Program during performance of contract:

MAWSS's DBE Office will monitor continuing compliance with the DBE Program requirements as contracts are performed.

If a subcontract or supply contract with a DBE is terminated prior to its termination date, the contractor must notify MAWSS's DBE Office. This notification must include the reasons for the early termination as well as a description of efforts made by the contractor to engage another certified DBE as a replacement subcontractor or supplier.

The contractor must file a written report with MAWSS's DBE Office once a month documenting the contractor's continuing compliance with the DBE Program. This report will list all DBE subcontractors and suppliers currently performing work or providing supplies for the project.

Information and data requested by the DBE Office regarding compliance with the DBE Program must be promptly provided by the contractor. Contractors shall make available to MAWSS's DBE Office all records pertaining to use of DBE subcontractors and suppliers.

MAWSS reserves the right to make site visits to project locations to confirm compliance with DBE Program requirements.

A contractor's failure to comply with this policy and MAWSS's DBE program requirements during performance of a contract may be considered a breach of the contract and may result in its termination.

By entering into a contract with MAWSS, a contractor acknowledges and agrees that failure to comply with MAWSS's DBE Program requirements relative to that contract shall be grounds for its termination by MAWSS.

Failure by a contractor performing a public works project for MAWSS to comply with the DBE Program requirements may result in that contractor being determined “not a responsible bidder” in bids for future MAWSS contracts.

Contractors must maintain for three (3) years such records as are necessary to determine compliance with MAWSS’s DBE policy.

E. MAWSS tracking of DBE Program Achievements:

MAWSS’s DBE Coordinator will report to the MAWSS Board semi-annually, in January and in July of each year, on DBE utilization and on other efforts by MAWSS’s DBE Office to enhance DBE participation in MAWSS’s public works contracts.

MAWSS may also contract for Disparity Studies as determined by the Board, to provide further information to enhance MAWSS’s DBE Program.

CONTRACTOR'S SUPPLIER DIVERSITY PROGRAM UTILIZATION REPORT

(To Be Submitted with Contractor's Closeout Documents)

Contract No.: _____ Contract Description: _____

Contractor: _____

Original Contract Amount (OCA): \$ _____ Final Contract Amount: \$ _____

Contract Notice To Proceed Date: _____ Contract Completion Date: _____

Supplier Diversity Program Sub-Contractor/Sub-Consultant	Type of Work	SDP Type **	Original Estimated Sub-Contract Amount***	Original Estimated SDP Percentage of Contract	Final SDP Subcontract Amount	Final SDP Subcontract Percentage of TPB
			\$	%	\$	%
			\$	%	\$	%
			\$	%	\$	%
			\$	%	\$	%
			\$	%	\$	%
			\$	%	\$	%
			\$	%	\$	%
			\$	%	\$	%
			\$	%	\$	%
			\$	%	\$	%
			\$	%	\$	%
			\$	%	\$	%
			\$	%	\$	%
			\$	%	\$	%

Total SDP Sub-contract Amount: \$ _____
 Total SDP Sub-contract Percentage Amount: _____ %

Signed: _____ (Contractor Authorized Representative)

Print Name: _____

Date: _____

* MBE, WBE, DBE
 ** Amount Identified in Sub-contracting Plan

Change of Sub-Contractor Form

In accordance with MAWSS DBE 16-01

JOB NAME _____ Location _____

Name of General Contractor _____

Name of Original Sub-Contractor _____

Name of New Sub-Contractor _____

Reason for Change _____

This instrument is for the purpose of advising all persons involved of a change being made on the contract and job-site.

General Contractor

Supplier Diversity Office

Asst. Director

BID BOND

This page to be printed on yellow paper and a tab labeled "**BID BOND**" shall be affixed to this page.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name of Bidder)

_____, as Principal,
(Address)

and _____
(Name of Surety)

of _____, as Surety,
(Address)

jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the **Board of Water and Sewer Commissioners of the City of Mobile, Alabama**, as the Owner, in the **PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than Ten Thousand Dollars (\$10,000.00)**.

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified as:

_____ Project No. _____

NOW, THEREFORE, if, within the terms of the Bid Documents, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Contract and Labor and Material Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder,

then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this _____ day of _____, _____.

ATTEST:

ATTEST:

PRINCIPAL:

By _____
Name and Title

SURETY:

By _____
Name and Title

OTHER

This page to be printed on yellow paper and a tab labeled "**OTHER**" shall be affixed to this page.