Addendum #1
FMTC Billeting Keyless Entry
AC-22-B-0042-S

This Addendum forms a part of the Contract Documents and modifies the original project Manual. All Bidders shall acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject Bidder to disqualification. Perform all work in no more than 180 calendar days in accordance with the Milestone Dates for this project.

1. MODIFICATIONS TO THE REQUIREMENTS:
    a. Pre-Bid Conference meeting minutes.
        i. See attached pre-bid conference minutes.
        ii. List of attendees at the pre-bid is as follows:
            1. Shelton Mangum and Brian Shaw – Creative Security
            2. Kanda Floyd – Hale Building Company
            3. Burt Rowell and Eric Holt – CORs
            4. MAJ Bray and LTC Staples – FMTC DOL
            5. CW4 Clark and MSG Schotts – FMTC DPW
            6. Mitch Tucker and John Henderson – ALARNG CFMO
    b. Proposal Form.
        i. See attached revised Proposal Form.
    c. Number/Type of Locks.
        i. See attached breakdown.
    d. Revised Bid Items.
        i. Bid Item A includes only the locks for buildings 2275, 2276 and 2277 as annotated on the attached breakdown.
        ii. Bid Item B includes only the locks for buildings 1216, 1217, 1218, 1318, 1330 and 1390 as annotated on the attached breakdown.
        iii. Bid Item C includes the locks on the ten remaining cabins as annotated on the breakdown which consists of buildings 1026 (Pelham House); 1340, 1341, 1342 and 1389 (White Cabins); and 2235, 2236, 2237, 2238 and 2240 (Rock Cottages).
    e. Example Pictures
        i. Bid Item A example pictures – exterior door and interior room door.
        ii. Bid Item B example pictures – exterior door and interior room door.
        iii. Bid Item C example pictures – interior, exterior and edge pictures for each of the three different building types.

Minutes

PRE-BID CONFERENCE

FMTC Billeting Keyless Entry
Anniston, Alabama
IFB NO. AC-22-B-0042-S
September 15, 2022 at 1:30 PM
FMTC, Building 2299

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, Tuesday, September 27, 2022***, for FMTC Billeting Keyless Entry, Anniston, AL (IFB# AC-22-B-0042-S).
- **The bids will then be publicly opened and read in Classroom 130, 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 Eric Holt via email at kenneth.e.holt2.nfg@army.mil no later than 2 p.m. on Tuesday, September 20, 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.
- See SOW for additional maintenance requirements.

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).
- The utilities within the limits of work, for structures that are existing to remain in this Contract (i.e. the three barracks buildings 1470, 1477 & 1484), will be the responsibility of the Owner to pay.
- The Owner will supply the Contractor with a spreadsheet of utility accounts terminated (from first point above) along with a copy of the letters sent to the three utility providers (Spire, Alabama Power and Anniston Water & Sewer) requesting termination of the utilities (from first point above) within the limits of work.
- The sanitary sewer that crosses the South work area must remain open at all times, at no additional cost to the Owner. This sanitary sewer line serves property to the east of our site and transmits the sanitary sewer from east to west and discharges to a lift station to the west of Hannah Avenue.

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

- The Contractor will have access to the site Monday through Friday, 7:00 AM to 5:30 PM.
- This project will be phased based on the availability of rooms/buildings – as discussed during the pre-bid meeting. Schedule will be continuously coordinated beginning at the pre-construction conference.
- 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.
- See SOW for additional requirements.

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.

Contract Time

Perform all work in not to exceed ***180 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 **135** 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,

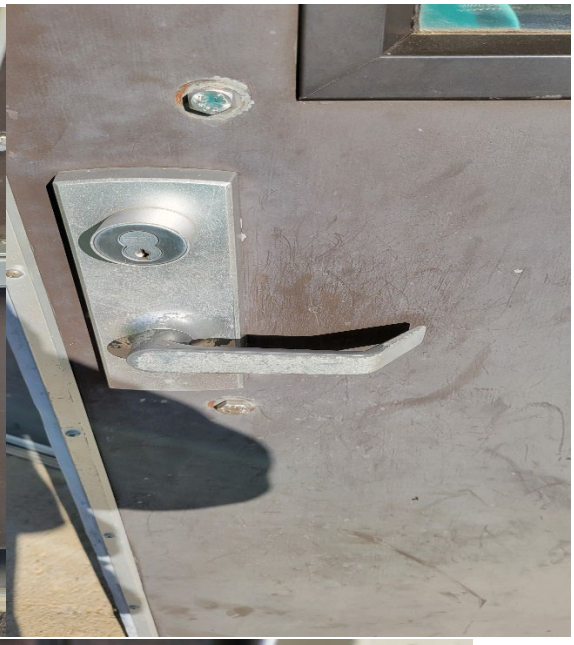
3. The Contractor has **45** days, from 3.01.A.2. (above), to have submitted a complete Project Closeout package, as detailed and defined in Sections 01 77 00 and 01 78 13.

Site Tour

BID ITEM	BUILDING #	INTERIOR ROOMS	INTERIOR JANITOR	INTERIOR LAUNDRY	INTERIOR MAINTENANCE ROOM	INTERIOR OFFICE	INTERIOR DAY ROOM	EXTERIOR DOORS	EXTERIOR CARPORT DOOR	BID ITEM TOTAL # LOCKS
Bid Item A	2275 1	10	2	1	0	1	1	2	0	
	2	20	1	1	2	0	0	0	0	
	3	20	3	1	0	0	0	0	0	
	2276 1	10	2	1	0	1	1	2	0	
	2	20	1	1	0	0	0	0	0	
	3	20	3	1	0	0	0	0	0	
	2277 1	10	2	1	0	1	1	2	0	
	2	20	1	1	0	0	0	0	0	
	3	20	3	1	0	0	0	0	0	
	BID ITEM A TOTAL	*150*	*18*	*9*	*2*	*3*	*3*	*6*	*0*	***191***
Bid Item B	1216	15	0	0	1	0	0	2	0	
	1217	19	0	0	1	0	0	2	0	
	1218	20	0	0	1	0	0	2	0	
	1318	6	2	0	1	0	0	1	0	
	1330	6	1	0	1	0	0	1	0	
	1390			0	0	0	0	9	0	
	BID ITEM B TOTAL	*66*	*3*	*0*	*5*	*0*	*0*	*17*	*0*	***91***
Bid Item C	WC (4)	0	0	0	0	0	0	4	0	
	P H	0	0	0	0	0	0	3	1	
	RC (5)	0	0	0	0	0	0	10	0	
	BID ITEM C TOTAL	*0*	*0*	*0*	*0*	*0*	*0*	*17*	*1*	**18**

BID ITEM A EXAMPLE PICTURES

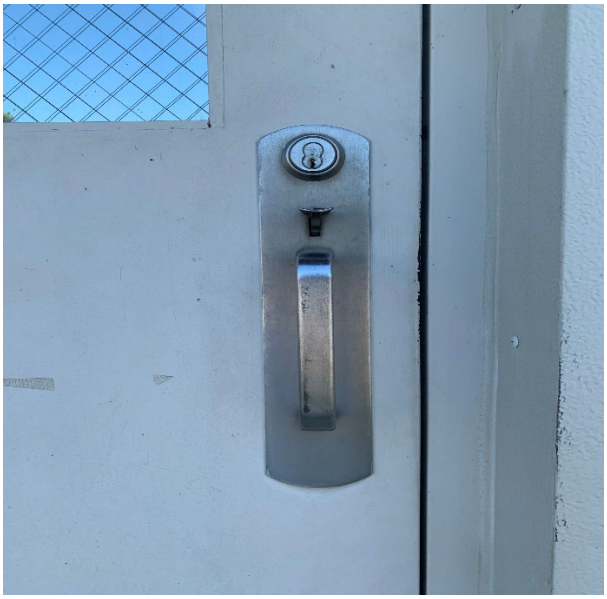
Exterior Door



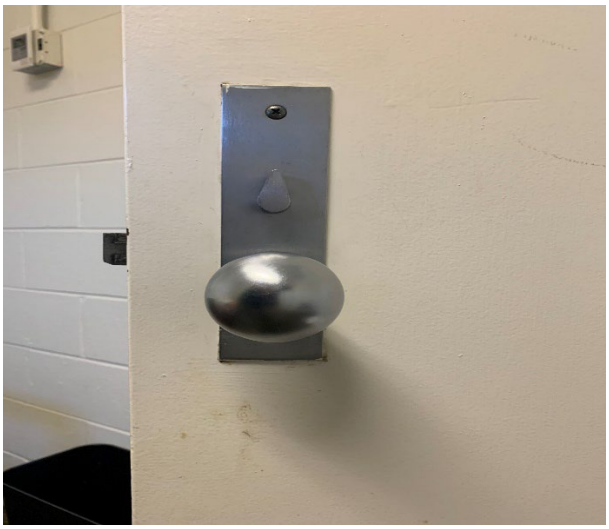
Interior Room Door

BID ITEM B EXAMPLE PICTURES

Exterior Door



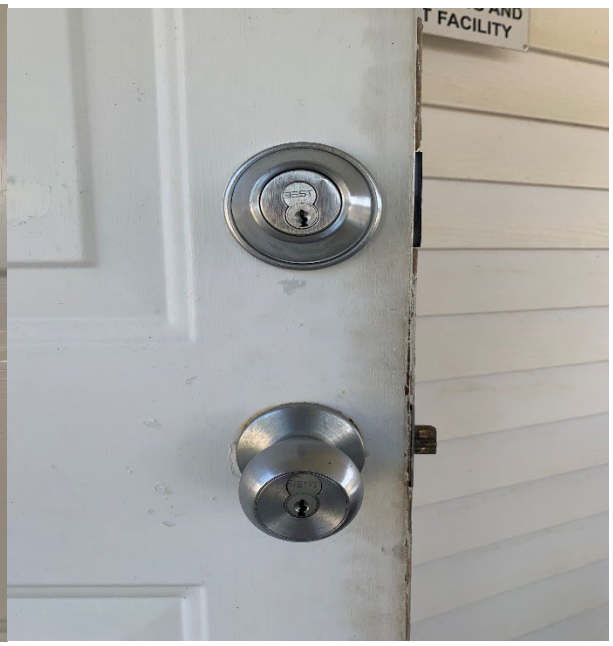
Interior Room Door



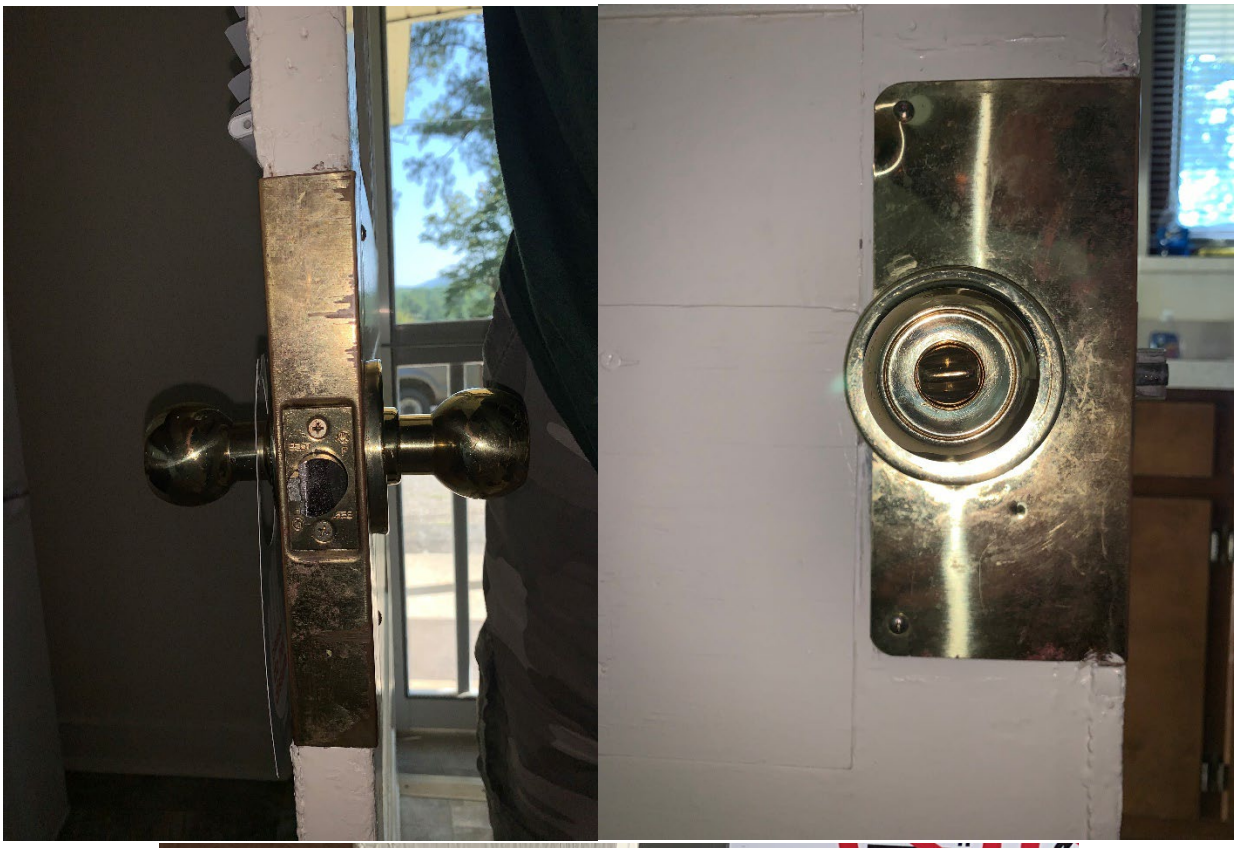
BID ITEM C EXAMPLE PICTURES

Building 1026

Buildings 1340/41/42/89 (White Cabins)



Buildings 2235/36/37/38/40 (Rock Cottages)



SECTION 00 41 00 – PROPOSAL FORM
(Revision Date: 23 June 2021)

IFB # AC-22-B-0042-S
BID OPENING DATE: 27 September 2022
BIDDER _____
CONTRACTOR'S LICENSE NO. _____

TO: The Armory Commission of Alabama
State Military Property and Disbursing Officer
Headquarters, Alabama National Guard
1720 Cong. W.L. Dickinson Drive
Montgomery, Alabama 36109-0711

PROJECT: FMTC Lodging Keyless Entry
Anniston, Alabama

In compliance with your Invitation for Bid, the undersigned hereby proposes to furnish the plant, labor, materials, and equipment and perform all work for the above described project in strict accordance with the specifications, drawings, and addenda number _____ for consideration of the following prices (bid prices do NOT include Sales or Use Taxes in accordance with Act 2013-205):

BID

PERFORM ALL WORK IN ACCORDANCE WITH THE DRAWINGS & SPECIFICATIONS FOR:
FMTC Lodging Keyless Entry, Anniston, Alabama

BID ITEM A (consists of Buildings 2275, 2276 & 2277) **$_____**

BID ITEM B (consists of Buildings 1216, 1217, 1218, 1318, 1330 & 1390) **$_____**

BID ITEM C (consists of Buildings 1340, 1341, 1342, 1389, 2235 2236, 2237, 2238,2240 & 1026) **$_____**

ACCOUNTING OF SALES TAX

Pursuant to Act 2013-205, section 1(g) the Contractor accounts for sales tax NOT in the bid form as follows:

ESTIMATED SALES TAX AMOUNT

BID ITEM A (consists of Buildings 2275, 2276 & 2277) **$_____**

BID ITEM B (consists of Buildings 1216, 1217, 1218, 1318, 1330 & 1390) **$_____**

BID ITEM C (consists of Buildings 1340, 1341, 1342, 1389, 2235 2236, 2237, 2238,2240 & 1026) **$_____**

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

TIME LIMIT: These bids are subject to an acceptance period of thirty (30) days.

A. All amounts and totals given will be subject to verification by the State. In case of variation between unit bid price and total shown by bidder, the unit price will be considered to be his bid. The State reserves the right to award the work on the basis of any bid or any combination of bids and to increase or decrease the quantities of any item listed in this bid at the price quoted for that particular item.

B. Bids shall be for the entire work and shall have each blank space filled in to include the "Estimated Sales Tax Accounting".

C. The quantities of each item of the bid as finally ascertained at the close of the contract will determine the total payment to accrue under the contract.

D. The bidder, upon request of written notice of award of the contract within thirty (30) days after the date of opening of bids, agrees that he will execute the construction contract in accordance with this bid as accepted, and if the consideration of the contract will exceed $50,000.00 in amount, will furnish to the State a Performance Bond and a Payment Bond on AGO Forms, with good and sufficient surety or sureties as required by the specifications, at the time the contract is executed.

E. It is hereby warranted that in the event award is made to the undersigned, there will be furnished under this contract or used in the performance of the work covered by this contract, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States, except as indicated in the bid documents..

F. The bidder further agrees that if awarded the contract, he will commence work within ten (10) calendar days after notice to proceed date and that he will fully complete the work ready for use not later than **180 calendar days** after notice to proceed date.

FIRM NAME _____

ADDRESS _____

_____

PHONE _____

FAX _____

EMAIL _____

BY _____
SIGNATURE

PRINTED NAME_____

TITLE _____

STATE OF ALABAMA
CONTRACTOR'S LICENSE NO. _____

NOTES:

All bidders must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, as amended.

On projects bid at $50,000.00 or more, the bidder must include his license number on the bid form in the prescribed place and on the outside of the envelope containing the bid, or otherwise the bid will not be considered.

Bid Prices do not include Sales or Use Taxes but these taxes are identified in the Estimated Sales Tax Amount section of this bid form.