

**ADDENDUM NO. 5**

**FOR:**

**SALT AIRE SHORELINE RESTORATION  
PROJECT NO: NFWF-75972-SA02**

**OWNER:**

THE MOBILE COUNTY COMMISSION  
205 Government Street  
Either Floor, South Tower  
Mobile, AL 36602

**CONTRACT DOCUMENTS HAVE BEEN REVIEWED FOR USE BY:**

Mobile County Environmental Services

**TECHNICAL SPECIFICATIONS PREPARED BY:**



Nicholas Cox, PE

**DISCLAIMER:**

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

**Issued Date:** January 14, 2026

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General:

1. This Addendum shall supplement, amend, and become part of the Bid Documents. All Bids and the Construction Contract shall be based on these modifications.
  2. Bidders shall acknowledge the receipt of this addendum on their Bid Form.
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Administrative:

1. Bid opening date/permit update
    - a. The project permit (SAM-2016-01489-SBC) is still pending, so the bid opening date has been extended to February 4, 2026. Sealed bids will be received by the County Commission of Mobile County, Alabama, in the Mobile Government Plaza, Eighth Floor South Tower, Mobile, Alabama until **10:00 AM on Wednesday, February 4, 2026.**
    - b. The permit will be issued to Bidders via addendum as soon as it is received. If the permit is further delayed, the bid opening will be extended again. The project team would like to communicate to Bidders that the permit delay is due to administrative delays within the USACE Regulatory. No conditions of the project are in dispute, and no requirements detailed in the Specifications are expected to change.
    - c. Additional questions must be received in writing via email to [pcaraway@moffattnichol.com](mailto:pcaraway@moffattnichol.com) and [ncox@moffattnichol.com](mailto:ncox@moffattnichol.com) by 5:00 PM one week prior, January 28, 2026, to the extended bid opening date.
  2. Correction to construction completion calendar days in the Proposal
    - a. See the “Specific – Contract Documents and Specifications” section and Attachment 1 for Bidding Documents edits reflecting this change.
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Questions and answers from questions submitted by plan holders:

*Question 1: Could you provide an example of the proposal form filled out?*

Response: See Attachment 2 (Example for Item III – Proposal)

*Question 2: Will the bid be extended again, if so what bid due date do you expect?*

Response: Yes, the bid opening date has been extended. See Administrative item #1a.

*Question 3: Is the staging area property at the end of Byrnewood Road available for the contractor's use for this project?*

Response: No, the property is not available for use by the Contractor. See Addendum No. 4, Question 1 response.

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Specific – Contract Documents and Specifications

1. Item III – Proposal

*Replace page 1 of Item III – Proposal in its entirety with Attachment 1. The change to the Proposal Form is marked with red text. If bid alternates are awarded, the Contract for Construction and the Notice to Proceed will show 300 Days.*

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Attachments:

1. Item III – Proposal (Page 1)
2. Example for Item III – Proposal

# Attachment #1

**ITEM III**  
**PROPOSAL**

Date: \_\_\_\_\_

Proposal of \_\_\_\_\_

Alabama License No. \_\_\_\_\_ of \_\_\_\_\_

for the performance of all work and the furnishing of all labor and materials required by the Contract terms, Specifications, and special provisions, for the public project designated as Project: Salt Aire Shoreline Restoration - Project No.: NFWF-57972-SA02

The Specifications are attached hereto and specified and made a part hereof.

TO: The County Commission of Mobile County, Mobile, Alabama

Dear Sirs/Madams:

The following proposal is made on behalf of \_\_\_\_\_ and no others. Evidence of \_\_\_\_\_ authority to submit the proposal is herewith furnished. The proposal is made without collusion on the part of any person, firm, or corporation.

\_\_\_\_\_ certify that \_\_\_\_\_ have carefully examined the plans for this project and the specifications hereto attached including the special provisions, and have also personally examined the site of work. On the basis of the specifications and plans \_\_\_\_\_ propose to furnish all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the material in the manner specified.

\_\_\_\_\_ further agree to complete all the work in 240 calendar days.

\_\_\_\_\_ understand that the quantities below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the price bid, subject to adjustments as specified in Section 104.

\_\_\_\_\_ further propose to perform all "Force Account or Extra Work" that may be required of \_\_\_\_\_ on the basis provided in the Specifications hereto attached, and to give such work \_\_\_\_\_ personal attention in order to see that it is economically performed.

\_\_\_\_\_ further propose to execute the attached Contract Agreement as soon as the work is awarded to \_\_\_\_\_ and to begin and complete the work within the respective time limit provided for in the Specifications and Notice to Contractors hereto attached.

## Attachment #2

**ITEM III**  
**PROPOSAL**

Date:                      [Date]

Proposal of                      [Contractor Entity]                      [Contractor Short Name (if applicable)]

Alabama License No.                      [License No.] of                      [License State (Alabama)]

for the performance of all work and the furnishing of all labor and materials required by the Contract terms, Specifications, and special provisions, for the public project designated as Project: Salt Aire Shoreline Restoration - Project No.: NFWF-57972-SA02

The Specifications are attached hereto and specified and made a part hereof.

TO: The County Commission of Mobile County, Mobile, Alabama

Dear Sirs/Madams:

The following proposal is made on behalf of                      [Contractor Entity] and no others. Evidence of                      [Contractor Entity] authority to submit the proposal is herewith furnished. The proposal is made without collusion on the part of any person, firm, or corporation.

                     [Contractor Entity] certify that                      [Contractor Entity] have carefully examined the plans for this project and the specifications hereto attached including the special provisions, and have also personally examined the site of work. On the basis of the specifications and plans                      [Contractor Entity] propose to furnish all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the material in the manner specified.

                     [Contractor Entity] further agree to complete all the work in 240 calendar days.

                     [Contractor Entity] understand that the quantities below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the price bid, subject to adjustments as specified in Section 104.

                     [Contractor Entity] further propose to perform all "Force Account or Extra Work" that may be required of                      [Contractor Entity] on the basis provided in the Specifications hereto attached, and to give such work                      [Contractor Entity] personal attention in order to see that it is economically performed.

                     [Contractor Entity] further propose to execute the attached Contract Agreement as soon as the work is awarded to                      [Contractor Entity] and to begin and complete the work within the respective time limit provided for in the Specifications and Notice to Contractors hereto attached.

[Contractor Entity] propose to furnish a Contract Labor and Materials Bond, approved by the Owner in an amount equal to the total amount of the bid.

                     [Contractor Entity] also propose to furnish a Contract Performance Bond, approved by the Owner in an amount equal to the total amount of the bid. These bonds shall serve not only to guarantee the completion of the work on

                     [Contractor Entity] part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

                     [Contractor Entity] enclose a cashier's check for                      [Amount in words, if applicable] Dollars \$                      [\$XXX, if applicable] or bid bond in the form specified for five (5%) percent of                      [total or other] bid (not to exceed ten thousand dollars (\$10,000.00), as a bid guaranty, and hereby agree that in case of [Contractor Entity] failure to execute a Contract and furnish Bond within 15 days after the prescribed forms have been presented to [Contractor Entity] for signature, the awarding authority shall retain from the proposed guaranty if it be a cashier's check, or recover from the principal or the sureties if the guaranty be a bid bond, the difference between the amount of the contract as awarded and the amount of the proposal of the next lowest responsible and responsive bidder. If no other bids are received, the full amount of the proposal guaranty shall be so retained or recovered as liquidated damages for such default. It is understood that in case the work is not awarded to                      [Contractor Entity] the check will be returned as provided in the Specifications hereto attached.

Signature of Bidder (If Firm or Individual) \_\_\_\_\_

By: \_\_\_\_\_

Address of Bidder \_\_\_\_\_

Name and Address of Member of Firm \_\_\_\_\_

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Signature of Bidder (Corporation) \_\_\_\_\_

\_\_\_\_\_  
President Business Address \_\_\_\_\_

\_\_\_\_\_  
Secy. & Treas. Business Address \_\_\_\_\_

Attest: \_\_\_\_\_ Incorporated in \_\_\_\_\_ State

(Corporate Seal)