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TRANSMITTAL COVER SHEET

DATE: December 5, 2023
PAGE: 1 of 9 (INCLUDING THIS PAGE)
TO: ALL CONTRACTORS
FROM: DENISE KING
PROJECT: NEW PRODUCTION WELL ARPA-0018
FOR THE CITY OF LOXLEY
GMC PROJECT NO. CMOB220078(1)
RE: ADDENDUM #2

PLEASE COMPLETE BELOW AND RETURN IMMEDIATELY.

Ashley Morris
Email: Ashley.Morris@gmcnetwork.com

I, the undersigned, hereby acknowledge receipt of this Addendum #2.

Authorized Representative of Contractor

Date

Company Name

Telephone

Contractor's License Number (if applicable)



ADDENDUM NUMBER 2

NEW PRODUCTION WELL ARPA-0018

FOR

CITY OF LOXLEY

GMC PROJECT NO. CMOB220078(1)

1. Revisions to Project Manual

- 1.1 The following revisions are hereby added as Addendum No. 2 to the referenced Project Manual and Plans and shall be considered when preparing bids.

2. General Information

- 2.1 Attached is a revised Bid Form that should be completed and submitted with the bid.

3. 3-Phase Power Allowance

- 3.1 A 3-Phase Power Allowance in the amount of \$50,000 was added to the Bid Form to cover the Contractor's payment for having 3-Phase power run to the project site. The Contractor shall provide invoices for this work with the monthly pay requests in order to be paid from this Allowance. Any funds remaining in the Allowance at the end of the project will be returned to the Owner.
- 3.2 The Contractor shall be responsible for coordinating with the local utility company to install a new 277/480V, 3 Φ , 4W service to the Well site (~1000ft) for startup & testing with the intent to demolish this service and feed from the upcoming treatment plant project. Demolition and re-feeding shall be by others in the scope of the treatment plant project. The Contractor shall be responsible for installing the following components at minimum pertaining to the service entrance equipment and connection to panel "HW", shown in the bid documents:
 - a. Utility riser pole. Location of riser pole to be submitted for approval.
 - b. 200A, 3 pole, 600V, NEMA 3R meter disconnect. Mounted on utility riser pole, if required by utility.
 - c. Utility meter. Mounted on utility riser pole
 - d. 2" conduit with 4#1 routed from weatherhead at top of riser pole through to meter disconnect, through meter, and connected to service entrance rated disconnect.
 - e. Equipment frame to support service entrance equipment (detail 8/E-901), sized as required. Location of equipment rack to be submitted by the contractor for approval.
 - f. 200A, 3 pole, 600V, NEMA 3R fused service entrance rated disconnect fused at 125 amps. Installed on equipment frame
 - g. 1#6 copper ground conductor connected to the service entrance ground terminal and bonded to the neutral bus in the service entrance disconnect. Grounding electrode shall be connected to a grounding electrode system sized as required by the NEC.
 - h. 2" conduit with 4#1, 1#6(G) connected to service entrance disconnect, routed through pull box 'PB-E1', and connected to panel 'HW'.
- 3.3 The Contractor shall engage the utility company & electrical engineer as soon as possible during or prior to the submittal stage to coordinate and apply for service based on electrical loads outside the scope of this project, in addition to the loads in this project.



4. Contractor Questions

4.1 Q: *I want to confirm if there are domestic requirements on this project for pipe and fittings. The only place I see it mentioned is in the pre-engineered metal building spec. I wanted to confirm because of the funding.*

A. There are no domestic requirements related to AIS/BABA.

5. Acknowledgement of Receipt

5.1 Receipt of Addendum No. 2 shall be acknowledged in two ways:

5.1.1 Note on (EJCDC C-410) page 3 of Bid Form of the Project Manual – Bidder acknowledges receipt of “Addendum No. 2” and date of “December 5, 2023”.

AND

5.1.2 EMAIL GMC at the Mobile, Alabama office immediately at ashley.morris@gmcnetwork.com and confirm that addendum has been received and is legible.

6. Conclusion

6.1 This is the end of Addendum Number 2, dated Tuesday, December 5, 2023.

BID FORM FOR CONSTRUCTION CONTRACT ADDENDUM NO. 2

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Town of Loxley
1089 S. Hickory St.,
P. O. Box 9
Loxley, AL 36551
Attn: Honorable Richard Teal, Mayor

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids; and
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids.
- F. Accounting of Sales Tax Attachment to Proposal Form

ARTICLE 3—BASIS OF BID—LUMP SUM

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:
- B. Bidder acknowledges that:
 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

<u>ITEM</u>	<u>QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	1	LS	Mobilization (Not to Exceed 3% of Total Bid)	LS	\$
2	460	VF	20" Outer Casing	\$	\$
3	50	VF	14" Inner Casing	\$	\$
4	35	VF	14" Screen	\$	\$
5	30	VF	14" Tail Pipe	\$	\$
6	460	VF	Column Pipe	\$	\$
7	1	LS	Pumping Equipment	LS	\$
8	1	LS	Capacity Test	LS	\$
9	1	LS	Geophysical Log	LS	\$
10	1	LS	Water Quality Analysis	LS	\$
11	1	LS	Well Completion Report	LS	\$
12	1	LS	Yard Piping (Water Piping, Valves, Flow Meter, Pipe Supports, etc.)	LS	\$
13	1	LS	Site Work (Concrete Turnout, Access Road, Gravel Surfacing, Electrical Canopy Slab, Pump-to-Waste Basin, Rip Rap Drainage Swale, Minor Site Grading, etc.)	LS	\$
14	1	LS	Electrical Equipment Canopy	LS	\$
15	1	LS	Fencing & Gate	LS	\$
16	1	LS	Electrical Work	LS	\$
17	1	LS	SCADA	LS	\$
18	1	LS	Convert Test Well to Monitoring Well	LS	\$
19	1	LS	Erosion Control Measures	LS	\$
20	1	LS	Cleanup & Site Restoration	LS	\$
21	1	LS	3-Phase Power Allowance	LS	\$ 50,000.00
22	1	LS	Owner's Contingency Allowance	LS	\$ 30,000.00
TOTAL BID					\$

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete within **240** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with

Paragraph 15.06 of the General Conditions within **270** calendar days after the date when the Contract Times commence to run.

4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER is not suspended or debarred from receiving federal funds. BIDDER hereby submits this Bid as set forth above:

BID FORM TO FOLLOW

Bidder:

(typed or printed name of organization)

**EJCDC® C-410, Bid Form for Construction Contract.
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and American Society of Civil Engineers. All rights reserved.**

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____