



Goodwyn Mills Cawood
1906 E Three Notch Street
Andalusia, Alabama 36421
T 334.222.2699

TRANSMITTAL COVER SHEET

DATE: APRIL 2, 2025
TO: ALL CONTRACTORS
FROM: JOSH PIERCE, P.E.
PROJECT: CWSRF WWTF IMPROVEMENTS
CITY OF MILLBROOK
CWSRF PROJECT NO: CS011059-01
GMC PROJECT NO: CMGM240007(1)
RE: ADDENDUM #1

PLEASE COMPLETE BELOW AND RETURN IMMEDIATELY TO:

patsy.stinson@gmcnetwork.com

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

Authorized Representative of Contractor

Date

Company Name

Telephone

Fax

Contractor's License Number (if applicable)



ADDENDUM NUMBER 1

CWSRF WWTF IMPROVEMENTS
FOR THE
CITY OF MILLBROOK
SRF PROJECT NO: CS011059-01
GMC PROJECT NO: CMGM240007(1)

1. **General**

- 1.1 The following revisions are hereby added as Addendum No. 1 to the referenced Project Manual and Plans and shall be considered when preparing bids.

2. **Revisions to Project Manual**

- 2.1 C-410 Bid Form for Construction Contract has been revised to reflect the following changes:
- Article 2, 2.01 Attachments to this Bid have been revised to include the EPA Forms.
 - Article 4, 4.02 of the bid form has been revised to reflect 420 calendar days for substantial completion and 450 days for readiness for final payment.

3. **Acknowledgement of Receipt**

- 3.1 Receipt of Addendum No. 1 shall be acknowledged in two ways:
- 3.1.1 Note on (EJCDC C-410) page 5 of Bid Form – Bidder acknowledges receipt of “Addendum No. 1” and date of “April 2, 2025”.

AND

- 3.1.2 EMAIL the completed transmittal cover sheet to patsy.stinson@gmcnetwork.com to Acknowledge receipt of the Addendum.

4. **Conclusion**

- 4.1 This is the end of Addendum No. 1, dated Wednesday, April 2, 2025.

BID FORM FOR CONSTRUCTION CONTRACT

CWSRF WWTF IMPROVEMENTS
FOR THE CITY OF MILLBROOK, ALABAMA
GMC PROJECT NO: CMGM240007(1)
REVISED PER ADDENDUM #1

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:

Attn: Honorable Al Kelley, Mayor
City of Millbrook
3160 Main Street
Millbrook, Alabama 36054

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
- G. EPA Form 6-100-2 – Even if subcontractor will not be utilized / If using DBE Supplier, please submit this form.
- H. EPA Form 6-100-3 – Even if subcontractor will not be utilized / If using DBE Supplier, please submit this form.
- I. EPA Form 6-100-4 – Even if subcontractor will not be utilized / If using DBE Supplier, please submit this form.

ARTICLE 3—BASIS OF BID

3.01 Lump Sum Bids

- A. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.
- B. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

LUMP SUM BASE BID

The Bidder hereby proposes to accept as full payment for completion of the Project the amounts computed under the provisions of the Contract Documents and based on the following lump sum amount. The Bidder agrees that the lump sum price represents a true measure of the labor and material required to perform the work, including all allowances, overhead and profit for work called for. The Lump Sum (LS), including cash allowances, shall be shown in both figures and words. If a discrepancy exists between the amount stated in words and the amount stated in figures, the amount stated in words shall govern.

The Bidder acknowledges that the Lump Sum amount includes the amounts for Allowances as listed below.

THE BIDDER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE BASE BID OF THE CONTACT DOCUMENTS FOR THE FOLLOWING LUMP SUM PRICE OF

_____ DOLLARS
AND _____ CENTS
\$ _____

SUBJECT TO THE REDUCTIONS OR ADDITIONS RESULTING FROM PRICE ITEMS, ALL IN ACCORDANCE WITH THE FOLLOWING SCHEDULE OF PAYMENT ITEMS.

ALLOWANCES

Allowances (Specification Section 01 21 00) may be used, as authorized and directed by the Engineer, to pay for costs of additional work resulting from the need for allowance items identified below. This work is not shown or specified in the drawings and not covered by another line item in the Bid. This work may be required in the event the Engineer or Owner establish the need for additional work deemed to be necessary for the completion of this contract. This cash allowance amount is to be included in the Lump Sum Base Bid, but is to be paid to the Contractor only if authorized as provided in this paragraph.

	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>TOTAL PRICE</u>
1	Construction Staking Allowance	LS \$	10,000.00

2	Materials Testing Allowance	LS	\$	75,000.00
3	Engineering Startup Allowance	LS	\$	20,000.00
4	Stormwater/Erosion Control Allowance	LS	\$	15,000.00
5	Unforeseen Conditions / Owner's Contingency Allowance	LS	\$	100,000.00

OWNER SELECTED EQUIPMENT/SUPPLIER

All Owner-Selected Equipment/Supplier items shall be bid according to the following:

The product(s) noted as "A" selection for each item of equipment listed in the following Owner-Selected Equipment/Supplier Schedule has been designated by the Owner for use in the Project. Contractor must bid base bid items. **Where more than one product is noted as "A", Bidder must circle the item on which the bid is based. The Bidder may indicate substitute equipment/supplier by writing in a substitute for "B", and writing in the amount of deduction for the substitute equipment supplier.**

The prior naming of substitute equipment/suppliers is based on a belief that the substitute should be able to furnish "equal" equipment/service as that specified, although it may not be the supplier's standard. Should the write-in substitute be disallowed by the Owner as "not equal" or "not desired", then the Bidders shall supply the circled "A" item. If no substitute is indicated, the Bidder must supply the circled "A" item. Should Bidder fail to circle one, or circle more than one, the Bid will be deemed by Owner to be based upon the first-listed equipment/supplier, and Bidder, if awarded the Contract, shall provide same.

The Bidder must supply a base bid for the Owner-Selected Equipment/Supplier items. The contract will be awarded based on the base bid. The Bidder may supply a deductive cost from the base bid for one of the products in the schedule below by writing in a substitute. This amount will be deducted from the base bid (after award) if the Owner in its sole discretion determines that the acceptance of the substitute product is in its own best interest. The Owner in its sole discretion may determine any substitute "not desired" and reject said substitute.

For comparable alternate named equipment "B", the furnished items shall fulfill the function and performance of the item specified and shall be of equal quality to base bid equipment "A"; any modifications required by the furnished alternate equipment to the structure, process, associated equipment, electrical or piping shall be include in the Alternate Bid price, and the completed installation of the item by the Contractor shall incur no additional cost to the Owner, including engineering cost to accommodate alternate supplier.

Additional substitutes will not be considered after receipt of the Bidder's Proposal.

Design of this project is based upon the manufacturer's equipment or product noted as "A" item in the schedule. Should a Bidder propose furnishing substitute equipment, the Bidder shall comply with the provisions in Specification Section 01 25 00 – Substitution of Major Equipment Items.

Indicate the Base Bid manufacturer under "Manufacturer" below by circling the manufacturer used for the Lump Sum Base Bid Total.

Item	Specification Section	Description	Manufacturer/Supplier		Amount of Alternate (\$+/-)
1	43 11 33	Rotary Lobe Blowers	A	Atlas Copco	
			B		\$
2	43 23 58	Rotary Lobe Pumps	A	Boerger	
			B		\$
3	43 25 13	Submersible Centrifugal Pumps	A	Flygt	
			B		\$
4	46 51 46	Fine Bubble Diffusers	A	Sanitaire (Xylem)	
			B		\$
5	46 74 01	Sludge Dewatering Screw Press Equipment	A	Huber	
			B		\$

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 **[420]** 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 **[450]** 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 hereby submits this Bid as set forth above:

(Signature Page to Follow)

Bidder:

(typed or printed name of organization)

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)
