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1906 E Three Notch Street
Andalusia, Alabama 36421
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TRANSMITTAL COVER SHEET

DATE: JULY 15, 2025

TO: ALL CONTRACTORS

FROM: DUSTIN TILL, P.E.

PROJECT: RAW WATER INTAKE UPGRADE
CHATTAHOOCHEE VALLEY WATER SUPPLY DISTRICT
GMC PROJECT NO: CMGM220052

RE: ADDENDUM #1

PLEASE COMPLETE BELOW AND EMAIL 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

RAW WATER INTAKE UPGRADE

CHATTAHOOCHEE VALLEY WATER SUPPLY DISTRICT

GMC PROJECT NO: CMGM220052

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 The Bid Form was inadvertently omitted from the Project Manual. A complete copy of the Bid Form is hereby issued with this Addendum and shall be used in the preparation and submission of bids.

3. Attachments

- 3.1 Bid Form

4. Conclusion

- 4.1 This is the end of Addendum No. 1, dated Tuesday, July 15, 2025.

BID FORM FOR CONSTRUCTION CONTRACT

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: Tony Segrest, Secretary
Chattahoochee Valley Water Supply District
c/o East Alabama Water, Sewer and Fire Protection District
150 Fob James Drive
Valley, AL 39854**

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;
- 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. Required Bidder Qualification Statement with supporting data; and
- G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);
- H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
- I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.
- J. Accounting of Sales Tax Attachment to Proposal Form.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Lump Sum Bids

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 and unit prices, 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 and Unit Prices** as listed below.

The Bidder agrees to perform all the work described in the Base Bid of the Contract 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	LS \$	5,000
2	Materials Testing	LS \$	50,000
3	Engineering Startup	LS \$	15,000
4	Erosion Control Inspection	LS \$	30,000
5	Allowance for Unforeseen Conditions	LS \$	100,000
6	Existing Communications Line Relocation	LS \$	40,000
		\$	240,000

UNIT PRICES

The undersigned shall provide a price for the items and quantities listed below and should be included in the lump sum base bid amount. These Unit prices shall include all charges for labor and materials, fee, layout, supervision (field and home office), general expenses, taxes, insurance, overhead and profit, for Unit Item of Work installed in place. If any additional work outside of the area of work not shown on the plans is required and authorized by the Engineer, it will be paid for by using the predetermined amounts in the "Unit Prices" in the Bid Form below. The Contract sum shall be increased or decreased based on the quantity identified and agreed upon. The quantity shall be multiplied by the applicable Unit Price, in accordance with the General Conditions.

Item	Description	Qty	Unit	Unit Price	Total Price
1	Steel Piles	870	LF	\$	\$

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 Bidder may supply a deductive cost from the base bid for one of the products noted for each item. This amount will be deducted from the base bid 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 23 13	Vertical Turbine Pumps	A	Goulds	
			B		\$
2	46 21 56	Raw Water Intake Screen	A	Elgin	

ARTICLE 4—BASIS OF BID—COST PLUS FEE

4.01 ~~The Contract Price will be the Cost of the Work, determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price.~~

4.02 *Contractor's Fee*

~~A. Contractor's fee will be **{number}** percent of the Cost of the Work. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions.~~

~~1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed **\${insert cap amount}**, subject to increases or decreases for changes in the Work.~~

~~B. Contractor's fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 13 of the General Conditions. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions:~~

Costs	Percent
Payroll costs (See Paragraph 13.01.B.1, General Conditions)	
Materials and Installed Equipment cost (GC 13.01.B.2)	
Amounts to be paid to Subcontractors (GC 13.01.B.3)	
Amount to be paid to special consultants (GC 13.01.B.4)	
Other costs (GC 13.01.B.5)	

~~1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed **\${insert cap amount}**, subject to increases or decreases for changes in the Work.~~

~~C. Contractor's fee will be the fixed sum of **\${number}**.~~

4.03 *Guaranteed Maximum Price*

- A. ~~The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed \$[Bidder fill in GMP].~~

Deleted

ARTICLE 5—PRICE-PLUS-TIME BID

5.01 *Price-Plus-Time Contract Award (Stipulated Price Contract)*

- A. ~~The Bidder to which an award of the Contract will be made will be determined in part on the basis of the Total Bid Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

	Description		Amount
A	1. Total Bid Price		\$[number]
	2. Total number of calendar days to substantially complete the Work	[number] days	
	3. Liquidated Damages Rate (from Agreement)	\$[number]/day	
B	4. Adjustment Amount (2 x 3)		\$[number]
A+B	5. Amount for Comparison of Bids		\$[number]

- B. ~~The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is the Total Bid Price.~~

- C. ~~Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

5.02 *Price-Plus-Time Contract Award (Cost-Plus-Fee with Guaranteed Maximum Price Contract)*

- A. ~~The Bidder to which an award of Contract will be made will be determined in part on the basis of the Guaranteed Maximum Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

	Description		Amount
A	1. Guaranteed Maximum Price		\$[number]
	2. Total number of calendar days to substantially complete the Work	[number] days	
	3. Liquidated Damages Rate (from Agreement)	\$[number]/day	
B	4. Adjustment Amount (2 x 3)		\$[number]
A+B	5. Amount for Comparison of Bids		\$[number]

- B. ~~The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.~~

- C. ~~Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

Deleted

ARTICLE 6—TIME OF COMPLETION

6.01 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.

6.02 ~~Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

Deleted

6.03 ~~Bidder agrees that the Work will be substantially complete within [Bidder inserts number] 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 [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

Deleted

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

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *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.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *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, including all Domestic Preference requirements.
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.

8.02 *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.

(Signature Page to Follow)

BIDDER hereby submits this Bid as set forth above:

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)
