ADDENDUM NUMBER 1

September 23, 2024

PROJECT: MISCELLANEOUS IMPROVEMENTS TO FORKS IN THE RIVER – MULBERRY FORK FISHING AREA SIPSEY, ALABAMA

GMC PROJECT NO. LMGM220007

AD1-1 GENERAL:

- A. The following revisions and/or additions to the Drawings and Project Manual are hereby made a part of same, and shall be incorporated in the Work of the Contract the same as if originally included in the Bid and Construction Documents.
- B. Bidders shall acknowledge receipt of this Addendum in writing, as provided on the Proposal Form.
- C. When a revision and/or addition is called for to the Drawings or Project Manual, they shall be fully coordinated with and carried through all applicable Drawings and portions of the Project Manual, including in part, all related Civil, Landscaping, Architectural, Structural, Plumbing, Mechanical, Electrical, and other Documents.

AD1-2 PROJECT MANUAL AND SPECIFICATIONS:

- A. Advertisement has been updated to reflect new dates; see attached advertisement:
 - a. Pre-Bid meeting will be held on-site on Wednesday October 9, 2024 at 10:00 a.m. local time; was previously scheduled for Wednesday September 25, 2024 at 10:00 a.m. local time.
 - b. The receiving of bids will occur on **Thursday October 17, 2024** until 4:00 p.m. local time; was previously schedule on Thursday October 3, 2024 until 4:00 p.m. local time.
 - c. The opening of bids will be held on Friday October 18, 2024 at 1:00 p.m. local time; was previously schedule on Friday October 4, 2024 at 1:00 p.m. local time.
- **B.** Memo to Plan Holders has been updated:
 - a. All questions or comments must be received by GMC's Montgomery office by Monday October 14, 2024, 2:00 p.m.; was previously scheduled for September 24, 2024 at 2:00 p.m. See attached Memo to plan holders.
- C. Bid Bond form has been updated to reflect the October 17, 2024 bid date; see attached.
- **D.** Provided updated "Inventory of Stored Materials Summary" Worksheet for "Contractor's Application for Payment"; see attached

AD1-3 DRAWINGS:

A. N/A

PREPARED BY

GM()

2660 East Chase Lane, Suite 200 Montgomery, AL Tel 334.271.3200 | GMCNETWORK.COM Goodwyn, Mills, Cawood, LLC



ADVERTISEMENT FOR BIDS

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES SIPSEY, ALABAMA FORKS IN THE RIVER – MULBERRY FORK

Sealed bids for the **Miscellaneous Improvements At Forks In The River -Mulberry Fork Fishing Area** will be received by the Commissioner of The Department of Conservation and Natural Resources, 64 North Union Street, Suite 468, Montgomery, AL 36130 until **Thursday, October 17, 2024 at 4:00 PM local time.** Bids received will be publicly opened and read at **1:00 PM on Friday, October 18, 2024 at ADCNR**, 64 North Union Street, Suite 468, Montgomery, AL 36130.

A Pre-Bid meeting will be held on-site, located at the Forks in the River - Mulberry Fork Fishing Area off Sipsey Road, Empire, Alabama (Turn off Sipsey Road at 5840 Sipsey Rd #3201, Empire, AL 35063) on **Wednesday, October 9**, **2024**, **at 10:00 AM**.

The Project includes the following Work: **Parking lot improvements, prefabricated restroom building construction, new pavilion construction, a new metal fishing platform, and all other related appurtenances.**

Information for the Project can be found at the following designated website: <u>www.gmcnetwork.com</u>

The Issuing Office for the Bidding Documents is Goodwyn Mills Cawood, LLC, 2660 East Chase Lane Suite 200, Montgomery, AL 36117, Attn: Amanda Fonte (amanda.fonte@gmcnetwork.com). Prospective Bidders may examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 a.m. – 5:00 p.m., and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated above, upon payment of a deposit of \$20.00 for a one-time administrative fee for digital access/file sharing and/or \$50.00 for each set. Said cost represents the cost of printing, reproduction, handling, and distribution, therefore no refund will be granted. Checks for Bidding Documents shall be payable to "GMC." Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Bid security shall be furnished in accordance with the Instructions to Bidders.

The Owner reserves the right to waive any informalities, or to reject any or all bids, and to award the contract to the best and most responsible bidder. All bidders shall submit, upon request, a list of projects "successfully completed" in the last 2 years, having the same scope of work and approximate construction cost as specified in this project. All bidders must comply with requirements of the Contractor's Licensing Law of the State of Alabama and be certified for the type of work on which the proposal is submitted. Each bidder must deposit with their bid, security in the amount, form and subject to the conditions provided in the Instructions to Bidders.

All Bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must show evidence of license before bidding or bid will not be received or considered by the Architect; the Bidder shall show such evidence by clearly displaying the license number on the outside of the envelope in which the Proposal is delivered.

No bidder may withdraw his bid within 60 days after the opening thereof.

Owner: Walker County Commission

By: Ed Poolos

Title: Deputy Commissioner of Conservation and Natural Resources

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To: All Plan Holders

From: John Bricken, PLA

Subject: MISCELLANEOUS IMPROVEMENTS AT FORKS IN THE RIVER-MULBERRY FORK FISHING AREA

FOR THE COMMUNITY OF SIPSEY, AL

GMC PROJECT NO.: LMGM220007

Date: September 23, 2024

Please be advised that all questions or comments for the above subject project will be accepted in writing only via email. All questions or comments must be received in this office on October 14, 2024 by 2:00 P.M. <u>2660 EASTCHASE</u> LANE SUITE 200, MONTGOMERY, AL 36117

You can email your questions/comments to amanda.fonte@gmcnetwork.com. Appropriate responses will be issued only to those items considered necessary by the Engineer via an addendum.

BID BOND (PENAL SUM FORM)

Bidder		Surety						
Name:		Name:						
Address (prin	ncipal place of business):	Address (princi	pal place of business):					
Owner		Bid	Bid					
Nama	abama Department of Conservation Natural Resources, ATTN: Ed Poolos	UTOLOCT (name)	Project (name and location):					
Address (prin	ncipal place of business):	IMPROVEMEN	IMPROVEMENTS TO FORKS IN THE RIVER -					
64 North Ur Montgomer	nion Street ry, AL 361030		MULBERRY FORK FISHING AREA Located near 5840 County Rd 22, Empire, AL 35063					
		Bid Due Date:						
			October 17,2024					
Bond								
Penal Sum:								
Date of Bon								
Surety and E	Bidder, intending to be legally bound	• •	o the terms set forth in this Bid Bond, do					
Surety and E		• •						
Surety and E each cause	Bidder, intending to be legally bound	an authorized offi						
Surety and E each cause t Bidder	Bidder, intending to be legally bound	/ an authorized offi Surety						
Surety and E each cause t Bidder	Bidder, intending to be legally bound this Bid Bond to be duly executed by (Full formal name of Bidder)	/ an authorized offi Surety	cer, agent, or representative.					
Surety and Beach cause to Bidder	Bidder, intending to be legally bound this Bid Bond to be duly executed by	y an authorized offi Surety 	cer, agent, or representative.					
Surety and E each cause f Bidder	Bidder, intending to be legally bound this Bid Bond to be duly executed by (Full formal name of Bidder) (Signature)	y an authorized offi Surety 	cer, agent, or representative.					
Surety and Beach cause for Bidder By:	Bidder, intending to be legally bound this Bid Bond to be duly executed by (Full formal name of Bidder)	y an authorized offi Surety 	cer, agent, or representative.					
Surety and Beach cause to Bidder	Bidder, intending to be legally bound this Bid Bond to be duly executed by (Full formal name of Bidder) (Signature)	y an authorized offi Surety 	cer, agent, or representative.					
Surety and Beach cause for Bidder By:	Bidder, intending to be legally bound this Bid Bond to be duly executed by (Full formal name of Bidder) (Signature) (Printed or typed)	y an authorized offi Surety 	(Printed or typed)					
Surety and Beach cause to Bidder	Bidder, intending to be legally bound this Bid Bond to be duly executed by (Full formal name of Bidder) (Signature)	y an authorized offi Surety By: Name:	cer, agent, or representative.					
Surety and Beach cause for Bidder By: Name: Title:	Bidder, intending to be legally bound this Bid Bond to be duly executed by (Full formal name of Bidder) (Signature) (Printed or typed) (Signature)	y an authorized offi Surety By:	cer, agent, or representative.					
Surety and Beach cause to Bidder	Bidder, intending to be legally bound this Bid Bond to be duly executed by (Full formal name of Bidder) (Signature) (Printed or typed)	y an authorized offi Surety By: Name:	(Printed or typed)					

- Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Stored Materials Summary								Contractor's Application for Payment					
Owner:	Department of Conservation & Natural Resources, Ed Poolos								Owner's Project No.:				
Engineer:	Goodwyn Mills Cawood, LLC								Engineer's Project No.: LMGM220007			LMGM220007	
Contractor: Project: Contract:	Improvements to Forks in the River - Mulberry Fork Fishing Area								Contractor's Project No.:				
Application No.:									Application Date:				
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Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage		Materials Stored Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Incorporated in Work Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the	Materials Remaining in Storage (I-L) (\$)	
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