



Goodwyn Mills Cawood
11 North Water Street
Suite 19290
Mobile, Alabama 36602
T 251.460.4006
F 251.460.4423

TRANSMITTAL COVER SHEET

DATE: December 9, 2024
PAGE: 1 of 4 (INCLUDING THIS PAGE)
TO: ALL CONTRACTORS
FROM: ROBBIE STROM
PROJECT: MID-ISLAND BEACH ACCESS PARK - NORTHSIDE
FOR THE TOWN OF DAUPHIN ISLAND
GMC PROJECT NO. CMOB230054
RE: ADDENDUM #3

PLEASE COMPLETE BELOW AND RETURN IMMEDIATELY.

Ashley Morris
Email: Ashley.Morris@gmcnetwork.com

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

Authorized Representative of Contractor

Date

Company Name

Telephone

Contractor's License Number (if applicable)



ADDENDUM NUMBER 3

MID-ISLAND BEACH ACCESS PARK – NORTHSIDE

FOR

THE TOWN OF DAUPHIN ISLAND

GMC PROJECT NO. CMOB230054

1. Revisions to Project Manual

- 1.1 The following revisions are hereby added as Addendum No. 3 to the referenced Project Manual and Plans and shall be considered when preparing bids.
- 1.2 Attached is 00430 Bid Bond to be used in the Bid submission.
- 1.3 The **unbound** Bid Form is to be completed and submitted with the **unbound** Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form

2. Acknowledgement of Receipt

- 3.1 Receipt of Addendum shall be acknowledged in two ways:
 - 3.1.1 Note on (EJCDC C-410) Bid Form of the Project Manual – Bidder acknowledges receipt of “Addendum No. 3” and date of “December 9, 2024”.
 - AND**
 - 3.1.2 EMAIL GMC ashley.morris@gmcnetwork.com with the signed transmittal which confirms the addendum has been received and is legible.

4. Conclusion

- 4.1 This is the end of Addendum Number 3, dated Monday, December 9, 2024.

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Town of Dauphin Island Address <i>(principal place of business)</i> : 1011 Bienville Blvd. Dauphin Island, Alabama 36528	Bid Project <i>(name and location)</i> : Mid-Island Beach Access Park – Northside Dauphin Island, Alabama CMOB230054 Bid Due Date: ____ / ____ / ____
Bond Penal Sum: \$ _____ Date of Bond: ____ / ____ / ____	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. 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.