



Goodwyn Mills Cawood  
207 Church Street  
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## TRANSMITTAL COVER SHEET

**DATE:** July 23, 2019  
**TO:** ALL PLAN HOLDERS  
**FROM:** PATSY STINSON  
**PROJECT:** EVERGREEN LAGOON UPGRADE (REBID)  
SRF PROJECT NO.: CS010335-05  
GMC PROJECT NO.: CMGM190092  
**RE:** ADDENDUM #1

*PLEASE COMPLETE BELOW AND RETURN IMMEDIATELY VIA FAX or EMAIL to:*

PATSY STINSON  
Email: [patsy.stinson@gmcnetwork.com](mailto:patsy.stinson@gmcnetwork.com)  
Fax: 334-222-3573

I, the undersigned, hereby acknowledge receipt of this Addendum #1.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

-----  
Company Name



# ADDENDUM NUMBER 1

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## EVERGREEN LAGOON UPGRADE REBID

FOR THE

CITY OF EVERGREEN

GMC PROJECT NO.: CMGM190092

SRF PROJECT NO.: CS010335-05

### **1. Revisions to Project Manual**

- 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.
- 1.2 An Indemnity Agreement between PowerSouth and the project Contractor is included as an attachment to this Addendum, and shall become a part of this construction Contract. The Contractor shall execute this Agreement before beginning any work on this project and abide by all provisions of the Agreement. PowerSouth will deenergize the power line for a set amount of time to allow the Contractor to complete the portion of this contract work which is on the PowerSouth right of way.
- 1.3 Sheet D-301 and Sheet D-331 have been revised and are included as an attachment to this addendum.
- 1.4 A revised Proposal Form and Bid Bond are attached for the purpose of bidding this Project. A new bid item for Debris Disposal has been added as Item Number 22. A Substitutive Alternate Bid is included in the Proposal to increase the pond liner thickness from 30 mils to 45 mils.
- 1.5 The Bid Date is hereby revised to Thursday, August 1, 2019 @ 3:00 p.m. at the Evergreen City Hall.
- 1.6 The proposed Construction Time for the Project is hereby revised from 270 days to 360 days. An additional ten (10) days will be provided to complete the project close out and process final payment.
- 1.7 The drain at the concrete slab for the sludge bag dewatering system is a trench drain in the slab with a pipe from the drain to the existing lagoon to convey any drainage away from the concrete pad.
- 1.8 The System Operators from the City of Evergreen will lower the water level in the existing ponds to a depth of 3 feet to assist the Contractor in draining the Ponds. They can accomplish this by valving the piping through the system. It may take several days, depending on the influent flows, for the water level to drop from 5 feet to 3 feet.
- 1.9 A Substitutive Alternate has been added for the Synthetic Pond Liner to be 45 mil thick in lieu of the 30 mil thick liner, which is currently specified, and the Bid for this item is included in Bid Item Number 7. Should the Owner elect to accept the Substitutive Bid item, the cost bid under the substitute item will replace the cost bid under item Number 7.
- 1.10 The City of Evergreen can provide an electrical service for the Contractor's use at the influent pump station. The Contractor may use this power to perform work on the pump station, and to run bypass pumps should the Contractor choose to provide electrical powered pumps. The City will meter the electricity used by the Contractor but will not bill the Contractor for that electricity. Service can also be provided at the site of the proposed dissolved air floatation (DAF) unit which can likewise be used by the Contractor for construction in that area and for bypass pumping should it be necessary at the secondary ponds. Currently only single phase power is available at the site of the DAF Unit. The City will be constructing a three phase line to that site and can provide a service once it is completed. However, should the Contractor need three phase



power prior to the completion of that line, he will have to use his own generator, or gas or diesel powered equipment.

- 1.11 A separate item in this Addendum describes the anchors to be used for the aerators. The power supply lines to each aerator shall be constructed across the pond with the appropriate electrical cables provided by the aerator supplier. These cables shall be tied to a stainless steel cable which will stretch from the aerator to an anchor to the pond dike located flush with the dike and adjacent to the electrical disconnect for each aerator. The anchor shall be concrete with a stainless hook for connection of the stainless steel cable. The electrical cable and stainless steel cable shall have floats provided at a regular interval sufficient to keep the electrical cable floating at the water surface. Payment for this work shall be included in the price bid for aerators.
- 1.12 The exterior dikes at the primary lagoons shall be regraded to a 3:1 inside slope with a minimum 12' width flat surface between the top of the inside and outside slopes of the dikes. The center dike at the primary ponds shall have a 20' width measured from the top of the inside slope to the top of the inside slope. Items for select backfill are provided in the proposal along with the cost to regrade / reshape the dikes on a per linear foot basis.

## 2. Questions

- 2.1 **Question: Can an additional 90 days be added to the contract?**  
Answer: Yes. The Contract Time is hereby revised to 360 days for Substantial Completion, and 370 days to be completed and ready for final payment.
- 2.2 **Question: The drawings say to spread accumulated sludge evenly throughout each cell. We have no way to quantify this. Is your intent to spread the piles at the inlet pipes? If so, we can competitively bid this. If we are to spread sludge over the entire lagoons the costs will become excessive.**  
Answer: Yes, the intent is to spread the piles at the inlet pipes.
- 2.3 **Question: Please confirm sludge removal/disposal is not part of this project.**  
Answer: Sludge removal/disposal is not part of this project; however a Bid Item is included to remove and dispose of debris should it become necessary as determined by the Engineer. The debris shall be spread onsite near the secondary ponds, and measured by "Truck Bed Measure".
- 2.4 **Question: Note 3 of the Lagoon Slope Repair Notes on Sheet C-902 states to remove excess material at Engineer's discretion. Are you referring to import material or existing material? If existing, it is difficult to price since there aren't any quantities. Can a quantity be established for bidding purposes?**  
Answer: An item will be added to the Proposal for hauling this material to disposal should the Engineer determine it be needed, Per Cubic Yard Truck Bed Measure.
- 2.5 **Question: I assume bid item 8 for the 3,000CY of select backfill is to be used to fill the slopes to 3:1 as required by the documents? Will this be measured and paid by truck yard?**  
Answer: Yes
- 2.6 **Question: Will the maintenance of the internal roads, dikes, stone stabilization, etc. due to wear from construction traffic be paid out of the bid items (i.e. bid items 8, 11, 12, etc.).**  
Answer: Yes
- 2.7 **Question: The allowances in Specification 01 21 00 do not match the bid form. Please clarify if only the bid form allowances are to be included.**  
Answer: The allowances on the bid form shall govern.
- 2.8 **Question: Can GMC provide an allowance item for the stormwater permitting and monitoring?**  
Answer: See item 2.7 above and revised Bid Form.



- 2.9 **Question: If any bid items are added by addendum, will you add them to the end of the last bid item? It is much easier to add bid items behind the last bid item rather than modify spreadsheets to place a new bid item in the middle of the bid form.**  
Answer: Yes
- 2.10 **Question: Sheet D-904 valve schedule: where in the plans are valves “V-5001” and “V-5002?”**  
Answer: V5001 is the pressure regulator on the compressed air line. V5002 is the 6” plug valve on the influent to the sludge pump station. V5301 on sheet C-504 should be replaced with V5002.
- 2.11 **Question: Do we include each individual concrete slab with each respective Process bid item?**  
Answer: Yes
- 2.12 **Question: On sheet D-331, valves “V-3221” and V-3222” appear to be from the previous bid, in which there were two pumps installed here instead of one. These are tagging valves “V-3211” and V-3212” again. Also, valves “V-3211” and “V-3212” are listed in the valve schedule on sheet D-904 to be 6” diameter, shouldn’t these be 10” diameter?**  
Answer: Yes, valves V3221 and V3222 should be V3211 and V3212 on D-331. They are 10” valves.
- 2.13 **Question: The type of pipe material for the 1” Air Release lines at the DAF Pump Station is not given, please clarify.**  
Answer: The air release discharge lines shall be Sch 40 PVC.
- 2.14 **Question: The 6” MJ Plug valve on sheet D-501 is not given a valve tag, nor is it on the valve schedule on sheet D-904. Please clarify.**  
Answer: This valve should be V5002. The tag number on Sheet C-504 is incorrect.
- 2.15 **Question: The 1” Air Release w/ Ball Valve on sheet D-431 is not given a valve tag, nor is it on the valve schedule on sheet D-904. Please clarify.**  
Answer: The air release valve should be labeled as V4012 and the ball valve V4013 as indicated on Sheet I-114. These valves are in the valve schedule.
- 2.16 **Question: On sheet D-331, Detail A, “PI-3020” seems to be a tag from the previous bid. Shouldn’t this be “PI-3010?” Please clarify.**  
Answer: Yes it should be PI3010.
- 2.17 **Question: Section 01-10-00 - 1.14.A.2.e: Please clarify where the new influent gravity sewer lines, that are referred to in this item, are located on this project.**  
Answer: This item was inadvertently left in from the previous project. There are no new influent gravity sewer lines in this project.
- 2.18 **Question: In Add. Alt. 2, Bit Item 3, what is to be included? It appears that the entire 16” Bypass line and Valving is covered in Bid Item 2 of the same alternate. Please clarify.**  
Answer: Should Additive Alternate No. 2 be included in the project, payment for this work shall be made under Items 2 and 3. Item 2 will cover the construction of the bypass Pipe. Item 3 will cover all other costs necessary to complete the Bypass Line.
- 2.19 **Question: Sheet C-503: Wouldn’t the By-pass tie in require a 20” Double line stop or Inserta Valve? Considering that the existing 20” SE line cannot be turned off.**  
Answer: Yes, an Inserta Valve or alternate method will be required to shut this line off.



- 2.20 **Question: Sheet C-503: How deep is the existing 20" SE Line where we tie in at? And will the new 16" Bypass line be able to slope all the way to the Elev. 201.25 Connection at the existing manhole upstream of the Parshall Flume?**  
Answer: According to asbuilts, the invert elevation of the existing 20" line is 200.50 (bottom elevation of polishing ponds). The bypass line will not be able to be sloped, but is a pressure line and has adequate head to flow to the manhole.
- 2.21 **Question: Bid Item #8, Select Backfill, would this be for all backfill / dirt materials necessary in the project? Including backfill at the Pond Dike reconstruction, new grading shown on sheet C-302, at new concrete slabs, and pipe trenches?**  
Answer: It will be used for the pond dikes. It will also be used at other locations if the Engineer determines the native soils are not suitable for the intended use.
- 2.22 **Question: Sheet C-401 notes sodding. I don't see a bid item for sod, can this be added please?**  
Answer: Sod is not required. Seeding will be acceptable.
- 2.23 **Question: Bid Item #6: After the Owner drains the Primary Ponds by their own forces, what depth of liquid material will be left?**  
Answer: The pond can be drained down to a 3 ft. level.
- 2.24 **Question: Bid Item #6: What size and quantity of debris piles are expected to be in the Primary Ponds?**  
Answer: There are no known quantities on the visible debris piles at the pond inlets.
- 2.25 **Question: Sheet C-903: Please verify that there is no Light Duty Concrete Paving or Concrete walk on this project. Or tell us where it is.**  
Answer: There is no light duty concrete paving in the project. The concrete walk detail applies to the walk in front of the Chemical Building.
- 2.26 **Question: In order to size By-pass Pumps, please provide the Average and Max Flows at the Eastern Manhole and Western Manhole upstream of the Influent Pump Station.**  
Answer: The 2 existing influent pumps are sized for 1,250 GPM each, and match the peak flows well. Bypass pumps of similar capacity should match the influent flow.
- 2.27 **Question: No mooring posts are shown or spec'd for the aerators, do we reuse the existing?**  
Answer: Each aerator shall be anchored to 3 concrete blocks set at 120°. Each block shall be 2'x2'x1' with a stainless steel hook set on the top. A 3/4" nylon rope shall connect from each concrete anchor, and connect with a stainless steel clip to an eyebolt on the aerator.
- 2.28 **Question: What are the proposed Final Elevations at top of Dike and Lagoon floor? We need this information to actually figure the Liner.**  
Answer: The vertical distance from top of dike to pond bottom is seven (7) feet. The dike slope shall be 3:1.
- 2.29 **Question: Section 17999 part 3 describes Final As-Built Survey and Construction Staking. Is this all covered in the allowance of Bid Item #17?**  
Answer: Yes
- 2.30 **Question: Is Bid Item #18 for any miscellaneous concrete that may pop up during the project and is not already detailed on the plans?**  
Answer: Yes
- 2.31 **Question: The original bid had an allowance for Storm Water Permitting and Monitoring. Will that be added for this bid?**  
Answer: Yes. See the revised Proposal.



- 2.32 **Question: At what percentage will mobilization be proportioned during the project?**  
Answer: 50% will be paid on the first estimate. The remainder will be paid at 50% completion.
- 2.33 **Question: For Bid Item #6, how much debris will have to be removed? And how much debris will be spread out in the lagoon?**  
Answer: Those items are not quantified. Material removed from the pond will be paid in an Item added in this Addendum and be paid by Truck Bed Measure.
- 2.34 **Question: Bid Item #11 - #825 Stone Base: where will this be utilized?**  
Answer: It will be used in roadways, as directed by the Engineer.
- 2.35 **Question: Bid Item #12 - #57 Stone Base: where will this be utilized? Under slabs, pipe trenches, etc?**  
Answer: It will be used as foundation, as directed by the Engineer.
- 2.36 **Question: Sheet D-501: Is the 3" sludge FM to be DIP or PVC?**  
Answer: Sch 80 PVC
- 2.37 **Question: How should any spoils from project excavation be handled?**  
Answer: They shall be spread on City property near the Polishing Ponds.

### 3. Acknowledgement

- 3.1 Receipt of Addendum No. 1 shall be acknowledged in two ways:
- 3.1.1 Note on (EJCDC C-410) page 1 of Bid Form of the Project Manual – Bidder acknowledges receipt of “Addendum No. 1” and date of “July 23, 2019”.
- AND**
- 3.1.2 FAX Goodwyn, Mills and Cawood, Inc. at the Andalusia, Alabama office **immediately** to Patsy Stinson at (334) 222-3573, and confirm that “Addendum No. 1” has been received and is legible.
- OR**
- 3.1.3 EMAIL Goodwyn, Mills & Cawood, Inc. at the Andalusia, Alabama office immediately at [patsy.stinson@gmcnetwork.com](mailto:patsy.stinson@gmcnetwork.com) and confirm that “Addendum No. 1” has been received and is legible.

### 4. Conclusion

- 4.1 Attachments to this Addendum include:
- Revised Bid Form
  - Revised Bid Bond
  - Power South Agreement to Hold Harmless and Indemnify
  - Addendum to the Report of Geotechnical Exploration
  - Sheet D-301 and D-331
- 4.2 This is the end of Addendum Number 1, dated July 23, 2019.

**BID FORM**

EVERGREEN LAGOON UPGRADE - REBID

FOR THE

CITY OF EVERGREEN, ALABAMA

SRF PROJECT NO.: CS010335-05

GMC PROJECT NO.: CMGM-190092

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

***City of Evergreen***

***P. O. Box 229***

***Evergreen, AL 36401***

***Attn: Honorable Pete Wolff, III, 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 – BIDDER’S ACKNOWLEDGEMENTS**

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

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "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;
  - 3. "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; and

4. "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.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**BASE BID**

<u>ITEM NO</u>	<u>QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	1	LS	Mobilization	_____	_____
2	1	EA	2000 GPM Submersible Pump Station Including Electrical (Complete) (D-101)	_____	_____
3	550	LF	14" HDPE DR 11 Force Main (C-502) with Concrete Pads and Splash Pad	_____	_____
4	120	LF	12" DI Force Main, Class 51 (C-502)	_____	_____
5	1	LS	Valves (D-904)	_____	_____
6	2	EA	Drain Primary Ponds and Spread Debris Piles	_____	_____
7	1	LS	Reconstruct Primary Pond Dikes (C-602) with Synthetic Liner	_____	_____
8	3,000	CY	Select Backfill	_____	_____
9	1	LS	DAF Unit Complete / Including Sludge Pump Station, 3" Force Main, Chemical Building, and Electrical(C-504)	_____	_____
10	1	LS	Sludge Disposal System w/Bag (D-901)	_____	_____
11	300	TONS	No. 825 Crushed Stone Base	_____	_____
12	100	TONS	No. 57 Crushed Stone	_____	_____

13	1	LS	Surface Aerators (Primary Cells), Including Electrical (D-501)		
14	1	LS	DAF Influent Pump Station w/piping, Including Electrical (D-231) and Force Main		
15	1	LS	Project BMP's		
16	1	LS	Stormwater Permitting and Monitoring	\$25,000	\$25,000
17	1	LS	Construction Stakeout / As-Built Survey	\$10,000	\$10,000
18	25	CY	Miscellaneous Concrete		
19	1	LS	Bypass Pumping		
20	1	LS	Materials Testing Allowance	\$100,000	\$100,000
21	1	LS	Engineering Startup	\$10,000	\$10,000
22	1,000	CY	Debris Removal and Disposal (Truck Bed Measure)		
				<b>TOTAL BASE BID</b>	

### ADDITIVE ALTERNATE NO. 1

1	1	LS	Electrical Power Line (Material & Equipment Only)	\$47,492.00	\$47,492.00
				<b>TOTAL ADDITIVE ALT. NO. 1</b>	<b>\$47,492.00</b>

### ADDITIVE ALTERNATE NO. 2 Polishing Pond 2 and 3 Renovation

1	1	LS	Drain Secondary Ponds (C-602)		
2	650	LF	16" Bypass Line (C-503) Construct Permanent Secondary Pond		
3	1	LS	Bypass (C-503)		

4	1	LS	Reconstruct Secondary Pond Dikes with Synthetic Liner		
5	1,500	CY	Select Backfill		

**TOTAL ADDITIVE ALT. NO. 2** \_\_\_\_\_

**SUBSTITUTIVE ALTERNATE NO. 1 (For Item 7)**

1	1	LS	Reconstruct Primary Pond Dikes with 45 MIL Synthetic Liner		
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**TOTAL SUBSTITUTIVE ALTERNATE NO. 1 (For Item 7)** \_\_\_\_\_

NOTE: CONTRACTOR SHALL WRITE IN THE NAME OF THE SUPPLIED MANUFACTURER OF MAJOR EQUIPMENT ADJACENT TO EACH LINE ITEM.

Total number of calendar days to substantially complete the Work: 360 days.  
 Liquidated Damages Rate (from Agreement): \$500.00/day.  
 Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete within 360 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 370 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 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. List of Project References;
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - F. Contractor’s License No.: \_\_\_\_\_

**ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

By: \_\_\_\_\_  
*[Signature]*

*[Printed name]* \_\_\_\_\_  
*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*[Signature]*

*[Printed name]* \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_  
*(where applicable)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

## BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

---

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Evergreen  
355 East Front Street  
Evergreen, AL 36401

BID

Bid Due Date: August 1, 2019

Description (*Project Name— Include Location*): Evergreen Lagoon Upgrade - Rebid - Evergreen, Alabama

BOND

Bond Number:

Date: August 1, 2019

Penal sum \_\_\_\_\_ (5% not to exceed \$10,000)

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

(Seal)

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall 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 shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



## Agreement to Hold Harmless and Indemnify

The undersigned, \_\_\_\_\_ (“Contractor”) has been contracted by the City of Evergreen (“City”) to perform work (“Work”) within the transmission line easement area of PowerSouth Energy Cooperative (“PowerSouth”). Specifically, the Work consists of laying new gravity sewers and constructing a new submersible pump station under, or within close proximity to, PowerSouth’s facilities.

Contractor acknowledges and understands that the Work may be performed in areas that contain energized facilities (electric lines, poles and appurtenances) or in close proximity to energized facilities. All facilities located on, above, under or around work sites are to be considered energized unless specifically identified otherwise. Contractor has been advised and is aware that **PHYSICAL CONTACT WITH OR CLOSE PROXIMITY TO POWERSOUTH’S FACILITIES MAY CAUSE DEATH OR SEVERE INJURIES.**

In order to induce PowerSouth to allow the performance of the Work within its easement area, the undersigned warrants the following:

1. **Indemnification.** Contractor agrees to indemnify and save PowerSouth, its officers, agents, Trustees and employees harmless from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogations and expenses, including court costs and reasonable attorney's fees arising from the said Work which are claimed or made by any person, firm, association or corporation, including employees, workmen, servants or agents of Contractor and its subcontractors, whether or not due in whole or in part to conditions, acts or omissions done or permitted by PowerSouth. Contractor further agrees to promptly assume full responsibility for the defense of any and all such suits, actions, or proceedings which may be brought against Contractor or against PowerSouth. In the event PowerSouth's machinery or equipment is used by Contractor in the performance of any activities that might be associated with the Work, such machinery or equipment shall be considered as being under the sole custody and control of Contractor during the period of such use by Contractor.
2. **Safety.** Contractor shall comply with all safety and security regulations and shall take all necessary precautions to prevent injury or damage to persons or property while so engaged.
3. **Insurance.** (1) Contractor warrants that it maintains, and requires any subcontractor to take out and maintain, at all times during the Access or the Work, insurance of the following minimum types and amounts to protect Contractor and PowerSouth: (a) Worker’s compensation and employer’s liability insurance, as required by law, covering all their employees who perform any of the obligations of the contractor, engineer, and architect pursuant to the Access or the Work. If any employer or employee is not subject to worker’s compensation laws of the governing State, then insurance has been obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the worker’s compensation laws. (b) General liability insurance covering all operations under the Access and the Work having limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$2 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance,

primary and excess including the umbrella or catastrophe form. (c) Automobile liability insurance on all motor vehicles used in connection with the Access and Activity, whether owned, non-owned, or hired, having limits for bodily injury or death of not less than \$1 million per person and \$1 million each occurrence, and property damage limits of \$1 million for each occurrence. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. (2) PowerSouth shall have the right at any time to require general liability insurance and property damage liability insurance greater than those limits required in paragraphs (1)(b) and (1)(c) of this section. In any such event, the additional insurance premium or premiums payable solely as the result of such additional insurance shall be payable by Contractor. (3) PowerSouth shall be named as Additional Insured on all policies of insurance required in (1)(b) and (1)(c) of this section and given a waiver of subrogation. Such insurance shall be primary over any other insurance coverage available to PowerSouth. (4) The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to PowerSouth. PowerSouth's failure to demand a certificate of insurance required by this provision is not a waiver of Contractor's obligations to obtain the required insurance. **CONTRACTOR SHALL NOT BEGIN WORK UNTIL ALL SUCH REQUIREMENTS HAVE BEEN FULLY MET AND ALL REQUIRED DOCUMENTS ARE CONFIRMED RECEIVED BY POWERSOUTH.**

4. Coordination of Work: Contractor shall coordinate all Work with PowerSouth that requires Contractor, or any of Contractor's employees, subcontractors or equipment, to be within twenty-five feet (25') of PowerSouth facilities, to include all power lines, poles and appurtenances. Contractor shall be responsible for notifying PowerSouth of all dates and times that it may be working within twenty-five feet (25') of its facilities, and shall coordinate, when appropriate, Work schedules for the de-energization of facilities so that Work may be performed safely.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2019.

Contractor

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_  
Title



Goodwyn Mills Cawood

PO Box 242128  
Montgomery, AL 36124

T (334) 271-3200  
F (334) 272-1566

www.gmcnetwork.com

April 15, 2019

Mr. Dustin Till, EI  
**Goodwyn, Mills & Cawood, Inc.**  
2660 EastChase Lane  
Suite 200  
Montgomery, Alabama 36117

**RE: ADDENDUM NO. 1  
REPORT OF GEOTECHNICAL EXPLORATION  
EVERGREEN WWTP AND LIFT STATION UPGRADES  
CONECUH COUNTY, ALABAMA  
GMC PROJECT GMGM180013**

Dear Mr. Till:


Goodwyn, Mills and Cawood, Inc. (Geotechnical & Construction Services Division) is pleased to provide this Addendum to the Report of Geotechnical Exploration dated August 20, 2018. This includes revised pump station excavation and backfill recommendations.

We understand that the proposed pump station is designed to withstand hydrostatic pressures up to the planned ground surface, approximately 212 feet. Based on this information, we waive the requirements of Section 5.3 Below Grade Walls for excavation size and backfill type requirements. These requirements are for below grade structures that are not designed to withstand hydrostatic pressures. Please refer to Section 4.3 Fill Placement for material and compaction requirements for the pump station. It is the responsibility of the contractor to insure safe excavations are maintained during construction.

If you have any questions pertaining to this addendum, or if we may be of further service, please do not hesitate to call.

Sincerely,  
**GOODWYN, MILLS AND CAWOOD, INC.**

  
Jay Shaddix  
Staff Geotechnical Professional

  
Michael J. McNeill, PE  
Senior Geotechnical Engineer  
Licensed Alabama 26331

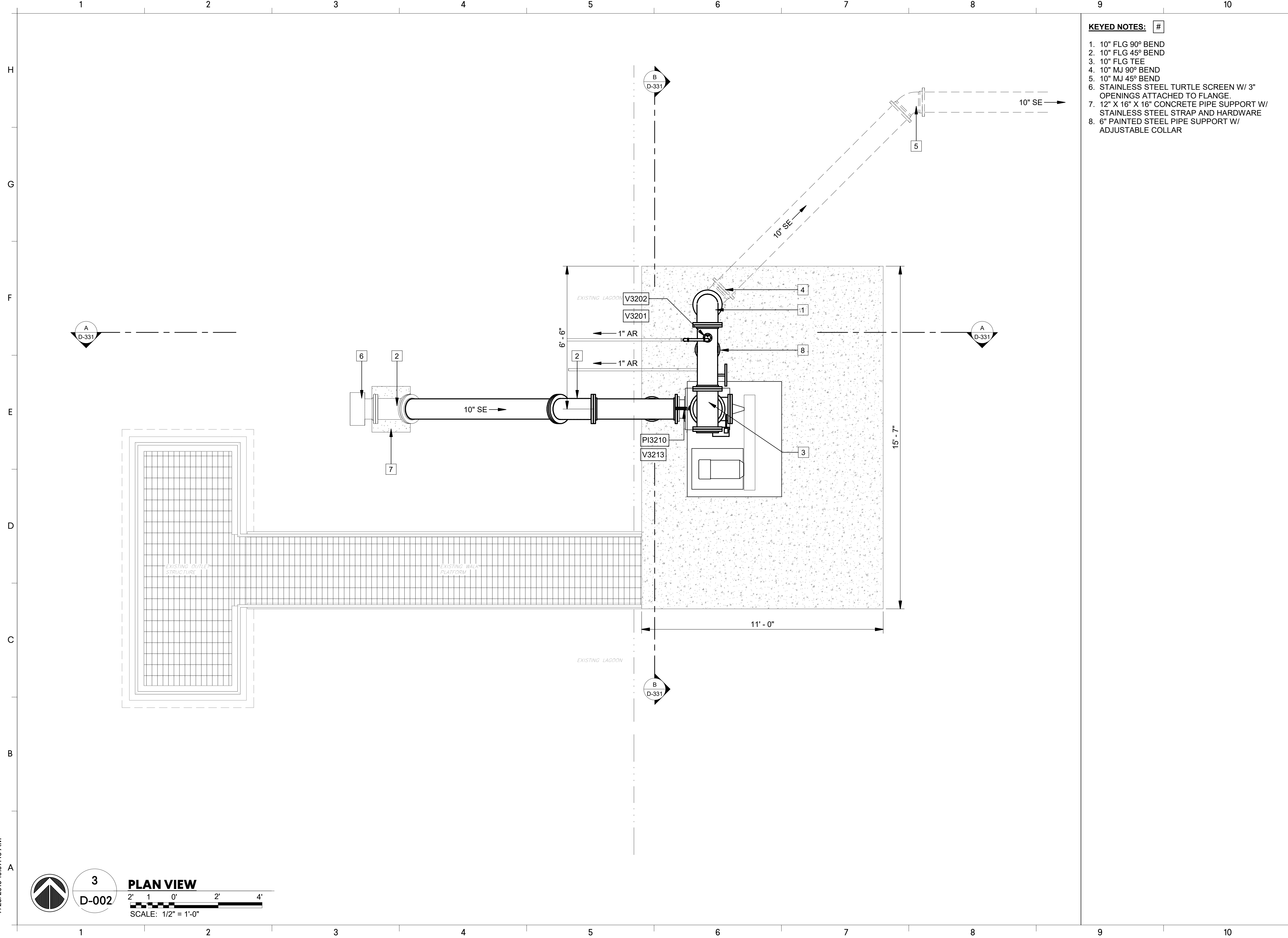
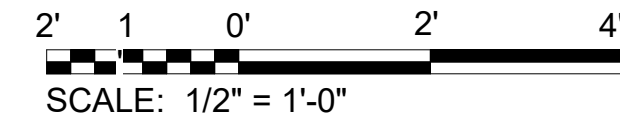


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3  
D-002

PLAN VIEW



**KEYED NOTES:** #

- 1. 10" FLG 90° BEND
- 2. 10" FLG 45° BEND
- 3. 10" FLG TEE
- 4. 10" MJ 90° BEND
- 5. 10" MJ 45° BEND
- 6. STAINLESS STEEL TURTLE SCREEN W/ 3" OPENINGS ATTACHED TO FLANGE.
- 7. 12" X 16" X 16" CONCRETE PIPE SUPPORT W/ STAINLESS STEEL STRAP AND HARDWARE
- 8. 6" PAINTED STEEL PIPE SUPPORT W/ ADJUSTABLE COLLAR

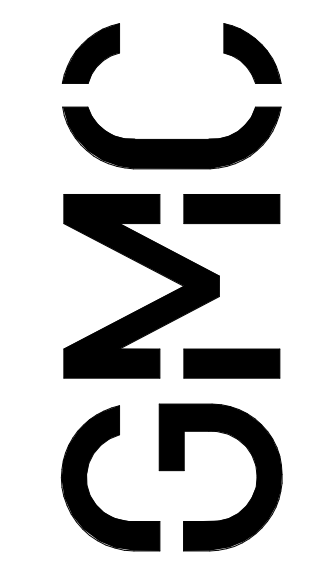
**DISSOLVED AIR  
FLOTATION PUMP  
STATION - PLAN VIEW**

**EVERGREEN LAGOON  
UPGRADE REBID**  
FOR THE CITY OF EVERGREEN

**D-301**

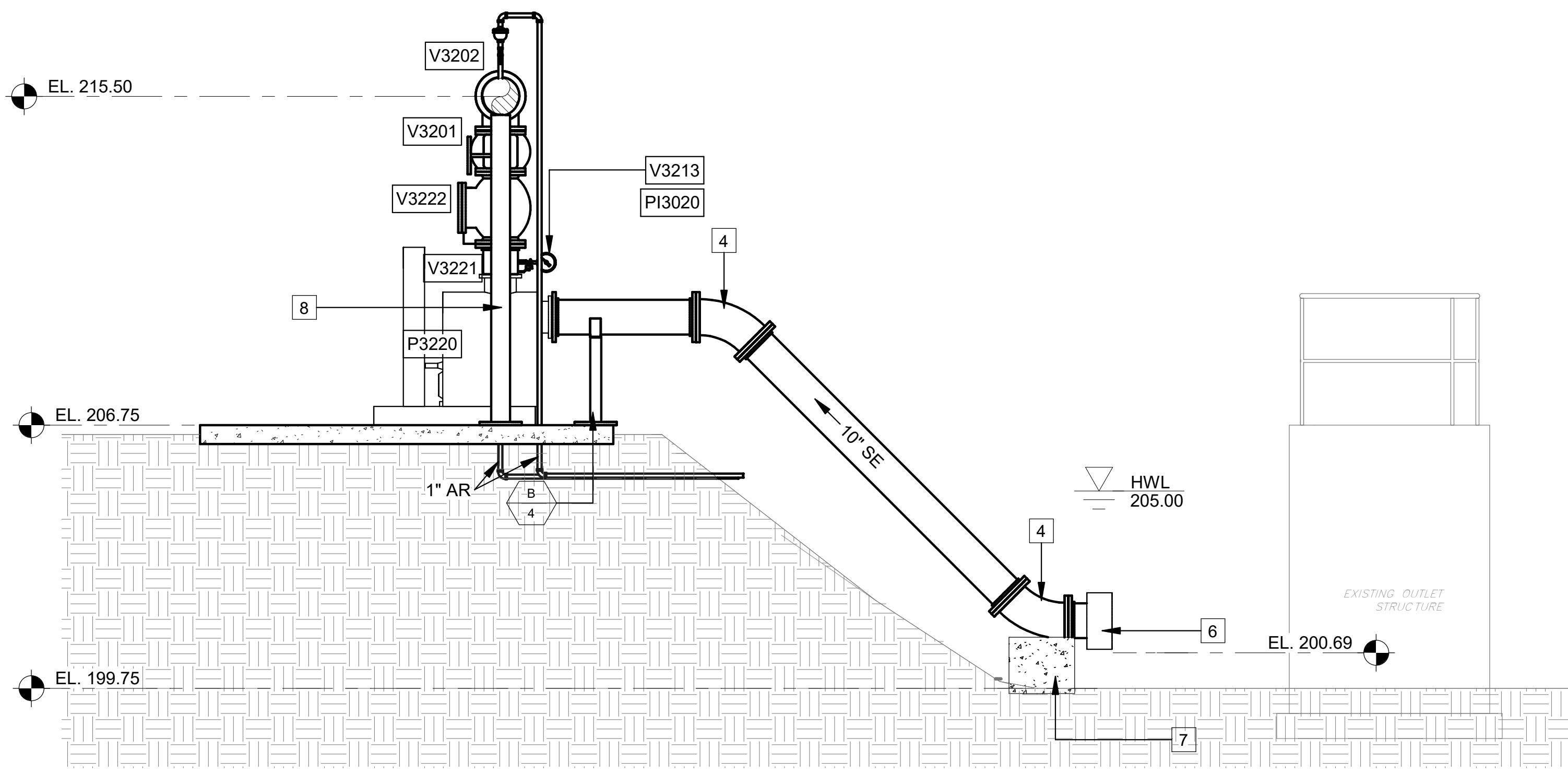
**SRF PROJECT # CS010335-05  
GMC Project # CMGM190037**

ISSUE DATE	2660 East Chase Lane Suite 200 Montgomery, AL 36117 T 334.271.3200 GMCNETWORK.COM
PROJECT MANAGER:	BC
ENGINEER:	TR
DESIGNER:	DT
DRAWN BY:	FN/HKD

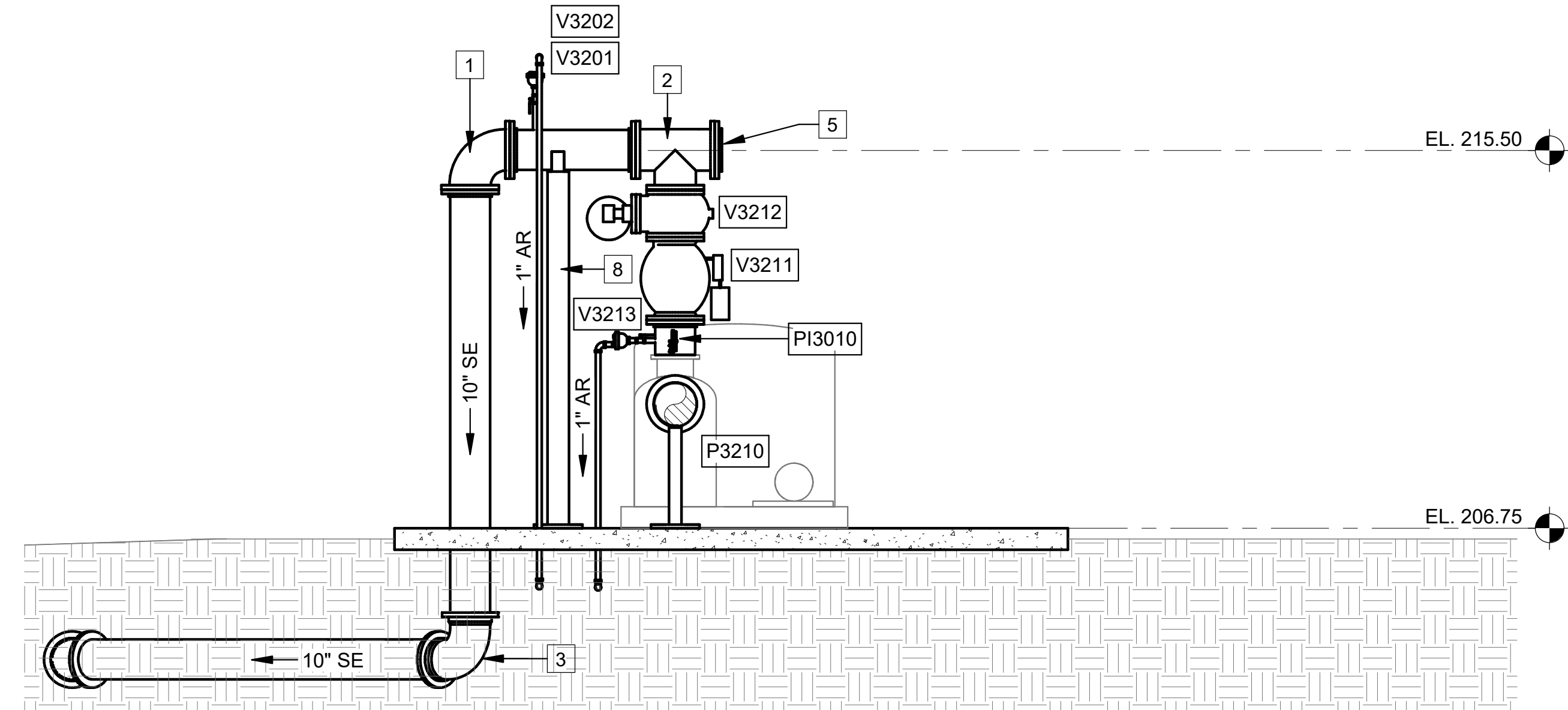


**KEYED NOTES:** #

- 1. 10" FLG 90° BEND
- 2. 10" FLG TEE
- 3. 10" MJ 90° BEND
- 4. 10" FLG 45° BEND
- 5. 10" BLIND FLG
- 6. STAINLESS STEEL TURTLE SCREEN W/ 3" OPENINGS ATTACHED TO FLANGE
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- 8. 6" PAINTED STEEL PIPE SUPPORT W/ ADJUSTABLE COLLAR



**A SECTION**  
D-301  
2'-8" 1'-4" 0' 2'-8" 5'-4"  
SCALE: 3/8" = 1'-0"



**B SECTION**  
D-301  
2'-8" 1'-4" 0' 2'-8" 5'-4"  
SCALE: 3/8" = 1'-0"

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EVERGREEN LAGOON  
UPGRADE REBID  
FOR THE CITY OF EVERGREEN

DISSOLVED AIR  
FLOTATION PUMP  
STATION - SECTION  
VIEWS

**D-331**

ISSUE DATE	2660 East Chase Lane Suite 200 Montgomery, AL 36117
PROJECT MANAGER:	BC T 334.271.3200
ENGINEER:	TR GMCNETWORK.COM
DESIGNER:	DT
DRAWN BY:	FN/HKD

SRF PROJECT # CS010335-05  
GMC Project # CMGM190037

