

ADDENDUM NUMBER TWO

**WHHS/EHHS STADIUM ACCESSIBLE SEATING
HENDERSON COUNTY PUBLIC SCHOOLS**

MLA PROJECT NUMBER: 21013

Mark Lusk Architecture, PLLC
128 Woodburn Drive
Swannanoa, NC 28778
(828) 808-9757

DATE OF ISSUE: February 22, 2022

TO: ALL BIDDERS OF RECORD

This Addendum modifies the Contract Documents only in the manner and to the extent stated herein and shown on any accompanying drawings and will become a part of the Contract Documents. Except as specified or otherwise indicated by this Addendum, all work shall be in accordance with the basic requirements of the Contract Documents.

BIDDERS SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM ON BID FORM.

This Addendum consists of one page and any enclosures noted:

I. ENCLOSURES:

1. Bid Form
2. 012100 – Allowances
3. 012200 – Unit Prices

II. GENERAL INFORMATION / CLARIFICATIONS:

1. A202/A204: Concrete walks - ADD 6"x 6" - 2.9 x 2.9 WWF
2. Refer to Addendum 1 - Allowances, Unit Prices, Bid Form:
 - ADD Allowance 3 and Unit Price 3 for crack repair at metal seats at WHHS Home Stands.
 - REVISE Allowance 2 from 50 to 25.Allowance /Unit Price 3 crack repair at metal seats will require the removal and reinstallation of the existing metal seats
Clarification: Allowances are included in the Bidders Lump Sum amount.

III. CHANGES TO PROJECT MANUAL:

1. None

IV. CHANGES TO DRAWINGS:

1. None

END OF ADDENDUM

BID FORM
*****Addendum 2**

BID OF: _____
(Contractor)

BID TO: _____
HENDERSON COUNTY PUBLIC SCHOOLS
(Owner)

PROJECT NAME: _____
WHHS/EHHS STADIUM ACCESSIBLE SEATING

PROJECT NUMBER: _____ 21013 _____ BID DATE: _____

BASE BID AGREEMENT

The undersigned, having examined all the Bidding Documents and acknowledging all Addendum(a) as follows:

Addendum(a)#

shall execute the entire Work (East Henderson High Home Stands) in the Bidding Documents as described, for a LUMP SUM amount of:

_____ Dollars

(\$ _____) which sum is hereafter called the BASE BID.

ALTERNATE(S) TO THE BASE BID:

Alternate No. 1 – Provide accessible seating and ramps at East Henderson High Visitor Stands.:

_____ Dollars(\$)

Alternate No. 2 – Provide accessible seating at West Henderson High Home Stands.:

_____ Dollars(\$)

Alternate No. 3 – Provide accessible seating and ramps at West Henderson High Visitor Stands:

_____ Dollars(\$)

UNIT PRICES:

Unit Price #1 _____ per CMU
Remove existing damaged riser CMU and provide replacement riser CMU at WHHS Home Stands

Unit Price #2 _____ per crack
Clean existing cracks in concrete decks and provide sealant at WHHS Home Stands

*****Unit Price #3 _____ per crack**
Clean existing cracks in concrete decks at metal seats and provide sealant at WHHS Home Stands

ALLOWANCES:

Allowance #1 _____ per 50 CMU
Remove existing damaged riser CMU and provide replacement riser CMU at WHHS Home Stands

Allowance #2 _____ *****per 25 cracks**
Clean existing cracks in concrete decks and provide sealant at WHHS Home Stands

*****Allowance #3 _____ per 25 cracks**
Clean existing cracks in concrete decks at metal seats and provide sealant at WHHS Home Stands

LISTING OF SUBCONTRACTORS

Accessible Seating and Ramp Supplier: _____

DATE FOR COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Date for Commencement shall be established in the Notice to Proceed. The Contractor shall not incur any expense until the contract has been awarded. An award requires that either the Contract be signed by both the awarding authority and the contractor or a Notice to Proceed is executed.

All work shall be substantially completed (as evidenced by the date on the CERTIFICATE OF SUBSTANTIAL COMPLETION) by August 5, 2022 subject to adjustments as provided in the Contract Documents.

The undersigned further agrees that from the compensation to be paid, the owner may retain liquidated damages the sum of One Hundred Fifty Dollars (\$150) for each calendar day the actual contract time for Substantial Completion exceeds the specified or adjusted contract time for Substantial Completion as provided in the Contract Documents.

BID SECURITY

Bid Bonds are required if bid is \$500,000 or greater. If required the undersigned enclosed bid security in the amount of not less than five (5) percent of the BASE BID. The Contractor shall have seven (7) days maximum from the date of the Notice of Intent to Award to deliver Performance and Payment Bond, Certificate of Insurance, and the Contract (signed by Contractor only). Failure to deliver these documents, as required, shall entitle the agency to consider the Contractor non-responsible and declare the bid security forfeited.

ADDENDA

The undersigned acknowledges the receipt of the addenda (as noted on page one of this Bid Form) and confirms that the BID as submitted reflects appropriate price responses.

BID HOLDING TIME AND ACCEPTANCE

The undersigned agrees that this Base Bid may not be revoked or withdrawn after the time set for the opening of bids, but shall remain open for acceptance for a period of sixty (60) days following the bid date.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned certifies that the contractor listed below will provide a "drug-free workplace" as that term is defined in Article 5 of Chapter 90 of the NC General Statutes.

PROGRESS PAYMENTS

Contractor's Application for Payment shall be submitted to the Architect on AIA Document G702 and G703 - 1992 Edition. The period covered by each application for Payment shall be not less than one calendar month. The Owner shall make progress payments to the Contractor on undisputed amounts certified by the Architect within thirty (30) days from receipt of the Application for Payment by the Owner.

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

(Classification) (Subclassification) (Limitations)

(NC Contractor's License Number)

AUTHORIZATION

(Type or Print Name of Contractor)

(Type or Print Address)

(Type or Print Phone Number)

(Type or Print Fax Number)

(Type or Print Name)

(Title)

(Signature)

(Date)

END OF BID DOCUMENT

SECTION 012100 – ALLOWANCES

*** ADDENDUM 2

GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Quantity allowances.
- C. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
Division 01 Section "Unit Prices" for procedures for using unit prices.
Division 01 Section "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.
Divisions 02 through 49 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM, UNIT-COST and QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.

Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.7 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- | | | |
|----|--|--------------------------------|
| A. | ALLOWANCE #1: Remove existing damaged riser CMU and provide replacement riser CMU at WHHS Home Stands. | Quantity – 50 CMU |
| B. | ALLOWANCE #2: Clean existing cracks in concrete decks and provide sealant at WHHS Home Stands | ***Quantity – 25 Cracks |
| C. | ***ALLOWANCE #3: Clean existing cracks in concrete decks at metal seats and provide sealant at WHHS Home Stands | Quantity – 25 Cracks |

END OF SECTION 012100

SECTION 012200 – UNIT PRICES

*** ADDENDUM 2

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.

Related Requirements:

1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

Determination of requirements to replace materials or components shall be made by the Owner and or the Architect

List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

UNIT PRICE #1: Remove existing damaged riser CMU and provide replacement riser CMU at WHHS Home Stands. PER CMU

UNIT PRICE #2: Clean existing cracks in concrete decks and provide sealant at WHHS Home Stands PER CRACK

UNIT PRICE #3: Clean existing cracks in concrete decks at metal seats and provide sealant at WHHS Home Stands PER CRACK

END OF SECTION 012200