

SECTION 009113 – ADDENDUM THREE

PART 1 - ADDENDA

1.1 PROJECT INFORMATION

- A. Project Name: 21052 Natchez-Adams School District ESSER 3.
- B. Owner: Natchez-Adams School District.
- C. Architect: Dale | Bailey, an Association.
- D. Architect Project Number: 21052
- E. Date of Addendum Three: 14 November 2023.



1.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. The date for receipt of bids is unchanged by this Addendum at same time and location.

1.3 GENERAL RESPONSES TO REQUESTS FOR INFORMATION

- A. Question: There were several questions asked at the pre bid meeting that have not been answered to date.
Answer: See Addendum 1.
- B. Question: Please clarify the work time.
 a. Example: Can hot work be performed during school hours?
 b. Example: Can loud demolition work be performed during school hours?
Answer: See Spec Section 024119 1.8.
- C. Question: Please clarify the schedule.
 a. Will entire schools be made available for work or will only a certain number or classrooms be made available at a given time?
Answer: See Spec Section 011000 1.8.

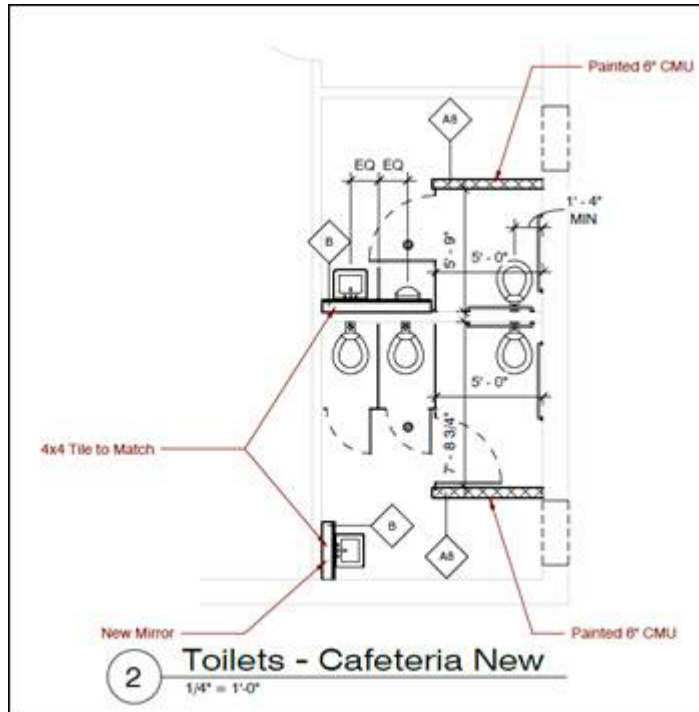
- D. Question: Are these allowances/contingencies correct? They seem a bit excessive (estimated at more than 10% of the entire contract value)....
- a. A. Allowance No. 01: Morgantown Contingency Allowance in the sum of Four Hundred and Fifty Thousand Dollars (\$450,000.00) total.
 - b. B. Allowance No. 02: McLaurin Contingency Allowance in the Sum of Four Hundred and Fifty Thousand Dollars (\$450,000.00) total.

Answer: See revised allowances attached.

- E. Question: What will the allowances be used for?

Answer: See Spec Section 012100.

- F. Question: Sheet A-401a – we see on detail 2 where there is a note regarding a new mirror, however there is not a note on the other details.



Answer: Perform work in accordance with contract documents.

- G. Question: Please clarify the timeframe between submission of bids and the anticipated NTP and approved submittals. We are essentially looking to see how many days we will have to actually perform the work by the substantial completion deadline of November 23, 2024.

- a. Example:
 - i. Bids due date: 11.09.23 (hopefully gets pushed back to 11-16.23)
 - ii. Contract Award date:
 - iii. Contract Signed date:
 - iv. Submittals review period: 30 calendar days?
 - v. NTP date:
 - vi. Substantial completion date: November 23, 2024.

Answer: See Addendum 1 for Completion Date. NTP shall be given on execution of contract.

1.4 REVISIONS TO DIVISION 00 – PROCUREMENT REQUIREMENTS AND CONTRACTING REQUIREMENTS

- A. DOCUMENT 004113 – BID FORM (Re-Issued). Delete this form in its entirety and replace it with new. See attached. Changed allowance amounts.

1.5 REVISIONS TO DIVISION 01 – GENERAL REQUIREMENTS

- A. DOCUMENT 012100 – ALLOWANCES (Re-Issued). Delete this form in its entirety and replace it with new. See attached. Changed allowance amounts.

1.6 ATTACHMENTS

- A. This Addendum includes the following attached Specifications:
1. Specification 004113 – Bid Form dated 14 November 2023.
 2. Specification 012100 – Allowances dated 14 November 2023.

END OF ADDENDUM THREE

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: 21052 Natchez-Adams School District ESSER 3.
- C. Project Location: .
 - 1. Site No. 1: Morgantown Elementary: 101 Cottage Home Drive, Natchez, MS 39120.
 - 2. Site No. 2: McLaurin Elementary: 170 Sgt Prentiss Drive, Natchez, MS 39120.
- D. Owner: Natchez-Adams School District, 10 Homochitto Street, Natchez, MS 39120.
 - 1. Owner's Representative: Zandra McDonald-Green, Interim Superintendent
- E. Architect: Dale | Bailey Architects, An Association, One Jackson Place, Suite 250, 188 East Capitol Street, Jackson, MS 39201.
- F. Architect Project Number: 21052 .

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Dale | Bailey, An Association and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. _____ Dollars
(\$_____). *Davis Bacon Wages are included in Base Bid.*

1.3 ALLOWANCES. Include the allowances below in the base bid. Refer to section 012100-ALLOWANCES.

- A. Allowance No. 01: Morgantown Contingency Allowance in the sum of Four Hundred and Fifty Thousand Dollars (\$300,000.00) total.
- B. Allowance No. 02: McLaurin Contingency Allowance in the Sum of Four Hundred and Fifty Thousand Dollars (\$300,000.00) total.

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1.4 ALTERNATES. Refer to Section 012300 - Alternates for description of Alternates. ***Davis Bacon Wages are included in all alternates.***

A. Additive Alternate No. 01 : All Renovations within Toilet Rooms at McLaurin Elementary.

_____ Dollars

(\$_____).

B. Additive Alternate No. 02: All Renovations within Toilet Rooms at Morgantown Elementary.

_____ Dollars

(\$_____).

1.5 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 90 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. _____ Dollars

(\$_____).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.6 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

PLUMBING CONTRACTOR - Indicate: Non-DBE Firm, MBE Firm or WBE Firm

Name: _____ License Number: _____

HVAC CONTRACTOR - Indicate: Non-DBE Firm, MBE Firm or WBE Firm

Name: _____ License Number: _____

ELECTRICAL CONTRACTOR - Indicate: Non-DBE Firm, MBE Firm or WBE Firm

Name: _____ License Number: _____

(OTHER CONTRACTOR) - Indicate: Non-DBE Firm, MBE Firm or WBE Firm

Name: _____ License Number: _____

(OTHER CONTRACTOR) - Indicate: Non-DBE Firm, MBE Firm or WBE Firm

Name: _____ License Number: _____

1.7 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work by Substantial Completion November 23, 2024.

1.8 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated _____.
 - 2. Addendum No. 2, dated _____.
 - 3. Addendum No. 3, dated _____.
 - 4. Addendum No. 4, dated _____.

1.9 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - 1. Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).
 - 2. Debarment Verification Form.
 - 3. Form of Non-Collusion Affidavit.

1.10 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor for the type of work proposed in Mississippi, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.11 SUBMISSION OF BID

- A. Respectfully submitted this _____ day of _____, 2023 .

- B. Submitted By: _____ (Name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).
- F. Witnessed By: _____ (Handwritten signature).
- G. Attest: _____ (Handwritten signature).
- H. By: _____ (Type or print name).
- I. Title: _____ (Corporate Secretary or Assistant Secretary).
- J. Email: _____.
- K. Street Address: _____.
- L. City, State, Zip: _____.
- M. Phone: _____.
- N. License No.: _____.
- O. Federal ID No.: _____ (Affix Corporate Seal Here).

END OF DOCUMENT 004113

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Contingency allowances.
- C. Related Requirements:
 - 1. Section 0140000 "Quality Requirements" for procedures governing the use of allowances for testing and inspection.
- D. The contingency allowance or any allowance shall have all overhead and profit added at bid time to the bid price, such that any expenditure of allowances cannot add any overhead and profit to them.

1.2 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

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

1.5 LUMP-SUM 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.
- B. 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.

1.6 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner are not included in the allowance and should be included in the contract sum and will not be charged as an addition to the contract sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.7 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
 - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

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 No. 01: Morgantown Contingency Allowance.
 1. Include the Sum of Three Hundred Thousand Dollars (\$300,000.00) total for Construction Contingency Allowance.
- B. Allowance No. 02: McLaurin Contingency Allowance.
 1. Include the Sum of Three Hundred Thousand Dollars (\$300,000.00) total for Construction Contingency Allowance.

END OF SECTION 012100