

ADDENDUM #2

Project Name: Football Field Renovations at Pat Neff, Ed Rawlinson, and Robert L. Vale Middle Schools
RFCSP# 2021-012

Addendum Number: Two (2)

Addendum Date: April 8, 2021

Addendum Description: This addendum modifies, amends, or replaces the Proposal Documents dated March 19, 2021 as follows. Modifications, amendments, or replacements described here shall be considered part of the Contract Documents as fully and as completely as though the same was included therein.

This addendum does not modify the bid date.

Contractor Questions: Questions from prospective bidders which were received via email have been answered and included with this addendum.

Specifications: Specification section 01200 has been modified to clarify the Contingency Allowance of \$30,000.

Drawings: None

Addendum Acknowledgment: Bidder shall acknowledge receipt of this addendum on the Proposal Form, and agrees that modifications, amendments, or replacements described here are reflected in Proposer's pricing proposal.

-- END OF ADDENDUM --

Contractor Questions

Q1: Can You Please provide the “existing bleacher” manufacturer or model number?

A1: The existing bleacher manufacturer is unknown. They are to be relocated and installed as per the recommendations of an approved bleacher manufacturers.

NISD Pre-Approved Bleacher Manufacturers:

1. Southern Bleacher Company, P.O. Box One, Graham, TX 76450. 1.800.433.0912, fax: 1.940.549.1365. www.southernbleacher.com

2. Sturdisteel Company, POB 2655, Waco TX 76702, (800) 433-3116; Fax (254) 666-4472. www.sturdisteel.com

3. Dant Clayton Corporation, 1500 Bernheim Lane, Louisville, KY 40210, (502) 634-3626. www.stadiumbleachers.com

Q2: 02230 spec section is missing. Will this be provided?

A2: The spec section was provided. The Table of Contents was inserted into the document twice. Once before this spec section and once after it.

Q3: On the Bid form we have an allowance of 30K dollars, on the specs section 01200 it says that this allowance should be \$25,000.00 write with number and \$40,000.00 Written with letter, Please clarify the exact and correct amount.

A3: Contingency allowance to be \$30,000. Section 01200 has been modified to clarify.

Q4: Is a trailer office mandatory for this project?

A4: No, an office trailer is not required for this project.

Q5: Is a project sign mandatory for this project?

A5: No, a project sign is not required for this project.

Q6: There is not any specs for the field markings, please provide specifications for this matter.

A6: Field markings are not part of this project. They are shown on the plans for graphical purposes only.

Q7: Is the existing material in site allowed to be used as fill material?

A7: Existing material that meets the material specifications may be used as fill material.

Q8: Is the engineer considering import fill material to the sites to meet the design grading?

A8: Import fill is anticipated in some locations. Engineer did not provide quantity takeoff for this project.

SECTION 01200**PRICE AND PAYMENT PROCEDURES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Contingency allowances.
- B. Testing and Inspection allowances.
- C. Schedule of values.
- D. Applications for payment.
- E. Change procedures.
- F. Defect assessment.
- G. Alternates.

1.02 CONTINGENCY ALLOWANCES

- A. Include in the Contract, a stipulated sum/price of Thirty Thousand Dollars (**\$30,000.00**) for use upon Owner's instruction.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.
- C. Funds will be drawn from Contingency Allowance only by Change Order.
- D. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.03 TESTING AND INSPECTION ALLOWANCES

- A. None on this project.

1.04 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702
- B. Submit Schedule of Values in duplicate prior to the Contractor's first Application and Certificate for Payment.
- C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify site mobilization, bonds and insurance, and all cost for all other General conditions and Division 1-General Requirements.
- D. Include in each line item, amount of Allowances specified in this section.

- E. Revise schedule to list approved Change Orders, with each Application for Payment.
- F. Submit an updated schedule with each Application for Payment.
- G. Reference Owner's Special Conditions, Chapter 8, paragraph 8.1.

1.05 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Submit updated Gantt (Bar) Chart construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Owner's Special Conditions, Chapter 8, and paragraph 8.2.
- E. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 1. Construction progress schedules, revised and current as specified in Section 01330-Submittal Procedures.

1.06 CHANGE PROCEDURES

- A. Construction Changes: Reference Owner's Special Conditions, Chapter 10.
- B. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- C. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Architect/Engineer of any error, inconsistency, omission, or apparent discrepancy.
- D. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Architect/Engineer; establish procedures for handling queries and clarifications.
 1. Use AIA G716 - Request for Information for requesting interpretations.
 2. Architect/Engineer may respond with a direct answer on the Request for Interpretation by issuing Supplemental Instructions or a Proposal Request for Work Changes.
- E. Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on AIA G710.
- F. Control of Construction Changes: The Architect/Engineer will maintain a log of Proposal Requests (PR's), Contingency Change Orders, Construction Change

Directives, and Change Orders indicating the status at any time of those various documents. Only after a PR has been approved by the Owner can the change be included in a Contingency Change Order, Construction Change Directive or Change Order (AIA Document G701). The Architect/Engineer is responsible for assigning Change Order numbers, issuing Change Orders and keeping current logs of approved changes.

- G. Authority to Issue Changes: The authority to order a change to a project under construction, however, rests solely with NISD. Changes in the monetary sum of the contract for sums less than **\$25,000** may be made by the Owner's staff with approval of the Assistant Superintendent of Facilities and Operations. Changes in the monetary sum of the contract for sums exceeding **\$25,000** require action by the Northside ISD Board of Trustees in a scheduled Board of Trustees Meeting.
- H. Proposed Change Order Procedure:
1. Issuing the PR: The Architect/Engineer issues the Proposal Request (PR) to the Contractor requesting pricing for certain defined work. When practical a PR is to be issued within ten (10) working days of the date that the Architect/Engineer finds cause for issuing the PR. The PR shall contain specific information, drawings and/or specifications related to the specific work to be priced.
 2. Contractor's Response: Within ten (10) working days the Contractor shall provide to the Architect/Engineer a detailed labor and material breakdown of the proposed pricing for the PR. Labor shall be broken down by man hours and include hourly rates and labor burden. Materials shall include all quantities, units and unit prices. Overhead and profit shall be separated for subcontractors. Overhead and profit shall be affixed for the Contractor only when the PR will be taken from funds other than the Contingency Allowance.
 3. Architect/Engineer's Review: The Architect/Engineer shall review the Contractor's response within ten (10) working days and either request further information or forward it with a recommendation to the Owner's Project Manager. If the PR is returned to the Contractor, a subsequent response shall be provided back to the Architect/Engineer in no more than ten (10) working days.
 4. Owner's Review: The Owner reserves the right to return a PR for further review. In the event that a PR is returned by the Owner, the Contractor shall respond with the requested information within ten (10) working days. If the PR is found to be acceptable, and if the sum is less than **\$10,000**, the Owner will direct the Architect/Engineer to issue a Contingency Change Order, Construction Change Directive or Change Order. If the sum exceeds **\$10,000** the PR will be forwarded for Board of Trustees action.
- I. Change Orders
1. Contingency Change Orders: Contingency change orders are drawn against a fund established within the Contract. Upon completion of the project any remaining funds will be credited by Change Order to the Owner. Upon approval of a Contingency Change Order by the Owner, the Architect/Engineer shall issue same with his signature, the Contractor shall sign it, and it will be finally executed by the Owner and take effect. At that time the Contractor is authorized to proceed with the work.

2. Construction Change Directive: A construction change directive (CCD) is issued to expedite the work in a case when time is of the essence. These documents are often issued with a “price not-to-exceed” meaning that negotiations to a final price will continue once the work is authorized. The Contractor is bound by the Contract to proceed with the work when a CCD is issued regardless of whether a final price has been agreed upon. A formal Contingency Change Order or Change Order will follow once a final price has been determined. Upon approval of issuance of a Construction Change Directive by the Owner, the Architect/Engineer shall issue same with his signature, the Contractor shall sign it, and it will be finally executed by the Owner and take effect. At that time the Contractor is authorized to proceed with the work.
 3. Change Order: A change order is drawn against funds that are not presently within the Contract. The General Contractor is allowed to add overhead and profit to change orders. Upon approval of a Change Order by the Owner, the Architect/Engineer shall issue same with his signature, the Contractor shall sign it, and it will be finally executed by the Owner and take effect. At that time the Contractor is authorized to proceed with the work.
 4. Board of Trustees Approval: Depending on timing approval of a **+\$25,000** PR by the Board of Trustees may take up to one month or more. For PR's of this type it is generally necessary to have all pricing settled no later than the first Monday of each month. Each PR must be reviewed by the Board of Trustees “Building Committee” prior to being submitted for final Board of Trustees action.
- J. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation.
- K. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.
- L. Change Order Forms: AIA G701Change Order.
- M. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- N. Correlation Of Contractor Submittals:
1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price accordingly.
 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 3. Promptly enter changes in Project Record Documents.

1.08 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Architect/Engineer will direct appropriate remedy or adjust payment.

- C. Authority of Architect/Engineer and Owner to assess defects and identify payment adjustments is final.
- D. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
 1. Products wasted or disposed of in a manner that is not acceptable.
 2. Products determined as unacceptable before or after placement.
 3. Products not completely unloaded from transporting vehicle.
 4. Products placed beyond lines and levels of required Work.
 5. Products remaining on hand after completion of the Work.
 6. Loading, hauling, and disposing of rejected products.

1.09 ALTERNATES

- A. Alternates quoted will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work. Description for each Alternate is recognized to be abbreviated but requires that each change shall be complete for scope of Work affected.
 1. Coordinate related requirements among Specification Sections as required.
 2. Include as part of each Alternate: Miscellaneous devices, appurtenances, and similar items incidental to or necessary for complete installation.
 3. Coordinate Alternate with adjacent Work and modify or adjust as necessary to ensure integration.
- C. Schedule of Alternates:
 1. Alternate No. 1: South Campus Project Work
Drawings representing the South Campus work as identified on the Drawings to include: Handicap ramp replacement, sidewalk replacement, and dumpster pad replacement.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION