



COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

TRANSMITTAL

Date: February 2, 2022

Total No. of Pages: 27
(including this cover)

To: All Planholders

From: G. Joey Duggan, III *GJD*
Senior Vice President

Re: Repairs to the Terminal G&H Warehouse

Attached herewith is Addendum No. 2 for the above referenced project.

PLEASE ACKNOWLEDGE YOUR RECEIPT OF THIS ADDENDUM BY COMPLETING THE ACKNOWLEDGEMENT BELOW AND FAXING THIS PAGE ONLY TO (228) 769-9079 OR EMAILING TO COMPTON@COMPTONENGINEERING.COM. Acknowledgement of this addendum on page 1 of the Bid form is also required.

If you have any questions regarding this addendum, please call me at (228) 762-3970.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 2

FOR

REPAIRS TO THE TERMINAL G&H WAREHOUSE

TO: Compton Engineering, Inc.
1969 Market Street
Pascagoula, MS 39567

Telephone: (228) 762-3970
Facsimile: (228) 769-9079
Email: compton@comptonengineering.com

We hereby acknowledge receipt of Addendum No. 2 for the above referenced project. We will ensure that Addendum No. 2 is acknowledged in the bid submitted by our company.

Print name of company: _____

Print name of person acknowledging receipt of addendum: _____

Signature of person acknowledging receipt of addendum: _____

Date of acknowledgement: _____

PASCAGOULA

BILOXI

BAY ST. LOUIS

SECTION 00901-02
ADDENDUM NO. 2

Dated: February 2, 2022

Project: Repairs to Terminal G&H Warehouse	Owner: Jackson County Port Authority	Engineer's Project No.: 221-071
--	--------------------------------------	---------------------------------

The following changes, additions, and/or deletions are hereby made a part of the Project Manual for the Repairs to Terminal G&H Warehouse for the Jackson County Port Authority dated January 5, 2022 as fully and completely as if the same were fully and completely set forth therein:

PROJECT MANUAL

Attachment No. 1 to Addendum No. 2, Pre-Bid Conference Minutes, is now considered a part of this Project Manual.

Part 1 – Bidding Requirements

1. SECTION 00410 BID FORM: **REPLACE** this Section in its entirety with **Attachment No. 2 to Addendum No. 2**.

Part 2 – Contract Forms

1. SECTION 00520 CONTRACT: **REPLACE** this Section in its entirety with **Attachment No. 3 to Addendum No. 2**.

Part 4 – Technical Specifications

1. SECTION 01230 ALTERNATES: **REPLACE** this Section in its entirety with **Attachment No. 4 to Addendum No. 2**.

Part 5 – Drawings

1. SHEET S1.3 WALL SECTION AND DETAILS: **REPLACE** this section in its entirety with **Attachment No. 5 to Addendum No. 2**. This drawing has been modified to include the detail for the weld plate to be provided on the outer flange of the noted columns.

All bidders shall acknowledge receipt and acceptance of this Addendum No. 2 consisting of one (1) page plus attachments by signing the acknowledgement form preceding this addendum and acknowledging receipt on page 1 of the Section 00410-Bid. Bids submitted without acknowledging receipt of the addendum may be considered non-responsive.

Sincerely,

JACKSON COUNTY PORT AUTHORITY

By: 
G. Joey Duggan, III, Senior Vice President



COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

MEMORANDUM

TO: All Attendees

FROM: G. Joey Duggan, III
Senior Vice President

SUBJECT: **PRE-BID CONFERENCE**
Repairs to the Terminal G&H Warehouse
(CE Project Number 221-071)

DATE: February 2, 2022

MEETING DATE: January 25, 2022

PLACE: Compton Engineering, Inc.
1969 Market Street
Pascagoula, MS 39567

ATTENDEES: Anthony Greer, Jackson County Port Authority
Michael Smith, Jackson County Port Authority
Mark Fletcher, Pro-Tech Industrial
Hugo (Bo) Favre, III, Favro Steel
Mel Faciane, Hopkins Construction
Marty Hopkins, Hopkins Construction
Bill Dentinger, Nations Roof
Joe Clark, Jr., S&J Industrial, LLC
James Douglass, Compton Engineering, Inc.
James Hightower, Compton Engineering, Inc.

ATTACHMENTS: Agenda
Meeting Minutes
List of Attendees
Rain Day Calculations

156 Nixon Street
Biloxi, MS 39530

Phone: 228.432.2133
Fax: 228.432.8149

comptonengineering.com

PASCAGOULA

BILOXI

BAY ST. LOUIS

**AGENDA
PRE-BID CONFERENCE**

Dated: January 25, 2022 Time: 2:00 P.M.

Project: Repairs to the Terminal G&H Warehouse	Location:	Funding Agent's Contract No.: N/A
Contract: Repairs to the Terminal G&H Warehouse		Engineer's Project No.: 221-071

1. **OPENING REMARKS**
2. **INTRODUCTION**
3. **FUNDING**
4. **SPECIAL PROVISIONS**
5. **BID**
6. **CONTRACT PERIOD**
7. **QUESTIONS FROM THE FLOOR**
8. **GENERAL COMMENTS**
9. **CLOSING REMARKS**

**MINUTES
PRE-BID CONFERENCE**

Dated: January 25, 2022 Time: 2:00 P.M.

Project: Repairs to the Terminal G&H Warehouse	Location:	Funding Agent's Contract No.: N/A
Contract: Repairs to the Terminal G&H Warehouse		Engineer's Project No.: 221-071

1. OPENING REMARKS

The meeting began at approximately 2:00 P.M. A List of Attendees was provided for each person in attendance to sign. The List of Attendees is attached.

2. INTRODUCTION

The scope of the Project generally consists of replacing deteriorated purlins, girts, trim, wall and roof panels, repairing column bases, providing gutters and downspouts, and re-coating the roof of the approximately 172,000 SF warehouse. The Project also includes alternates to coat the secondary and primary metal building components.

3. FUNDING

This project is funded by Jackson County Port Authority.

4. SPECIAL PROVISIONS

There are no special provisions with regards to funding.

Port operations shall take precedence over construction activities.

5. BID

The Bid Form has been structured as a Base Bid with Alternates. The Base Bid includes a contingency line item of \$200,000.00 that will be used only as required for such items as unforeseen conditions that may change the scope of work and will applied at the discretion of the Owner. Alternates for painting the primary and secondary structural members have been established and will be considered if the total amounts bid are within the funds available. Also, an Alternate for remobilization has been included. This alternate includes the cost of remobilizing that may be required due to restricted access from materials stored in the warehouse. Remobilization shall only occur if the Owner cannot relocate/remove materials and as approved in writing by Engineer prior to demobilizing. For Alternates, see also Section 01230.

Contractors shall submit with their Bid all documentation as required in the Instructions to Bidders and the Bid Form. A contractor's bid will be considered non-responsive if any document is omitted.

6. CONTRACT PERIOD

The time of beginning, rate of progress, and time of completion of the work is the essence of the contract and is the responsibility of the Contractor. The work shall be executed as required by the Contract Documents. The substantial completion date will be **120 calendar days** from the date of the Notice to Proceed. If the Contractor fails to complete the project within the time limit, liquidated damages in the following amounts per calendar day will apply:

Substantial Completion:	\$ <u>442.00</u> calendar day
Contract Completion:	\$ <u>273.00</u> calendar day

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

7. **QUESTIONS FROM THE FLOOR**

Q. Note 8 on Sheet S1.2 refers to a Detail 3/S1.3. No Detail provided on Sheet S1.3.

A. This detail appears to have been unintentionally omitted and will be included in the next addendum. The detail will provide direction for installing a flat plate on the outside face of the existing deteriorated column flange. This plate will be required to connect the girts to the column.

Q. Sheet S1.1 calls to remove and replace damaged wall panels. Also, to install a wood sill plate to attached panels. Is the wood sill plate continuous to reattach all panels or is it just at the panels to be replace? Also, I did not see where there is a bid line item for these items.

A. Treated wood sill plates shall only be required as necessary to secure the base of the new wall panels. If the wood sill plate has been recently replaced or is in "like new" condition, then it will not need to be replaced. Providing the wood sill plate and anchoring it to the concrete wall shall be considered incidental and the cost shall be absorbed in the Line Item to Remove and Replace the Damaged Wall Panels. A line item to "Remove and Replace the Damaged Wall Panels" per square foot will be added to the Bid Form and included in the next Addendum.

Q. Will Builder's Risk Insurance be required for the project?

A. No. Builder's Risk shall not be required for this Project. The Contractor's General Liability insurance, as required in Section 00800 Supplemental Conditions of the Construction Contract, shall provide coverage for the Work occurring under this Contract.

Q. Is the removal and replacement of lights, if necessary, considered incidental?

A. Yes, this includes the temporary supports for also any fire sprinkler piping, supports, conduits, etc.

Q. Can the Contract Time be extended?

A. Yes, the contract time will be extended to 210 days to reach Substantial Completion. Additional 30 days will be considered with the award of the painting alternatives. The increase in the Contract Time shall be included by addendum.

Q. Can future site visits be scheduled?

A. Yes, provide an email to joey@comptonengineering.com requesting a date and time. We ask that the number of visits be kept to a minimum.

Q. Which specific members/components are considered "Primary" and "Secondary"?

A. Secondary components shall be considered purlins, girts, connection plates to rafters and columns, cross-bracing, and all members in the same plane as these members. Primary members shall be considered all exterior and interior columns, rafters, base plates, anchor bolts, and column bracing to girts.

Q. Is painting of columns included in Base Bid or Alternates?

A. No, all painting is included in the alternates, except the painting of the underside of the roof panels seams.

Q. Are Contractors required to provide temporary shoring plan for replacement of wall columns, or will Engineer provide a detail? Does such a plan have to be stamped by a Structural Engineer?

A. Contractors shall be responsible for all temporary shoring as necessary to perform the scope of work. The Contractor shall submit a shoring plan. Yes, temporary shoring plans shall be sealed by an engineer registered in the State of Mississippi. There are no as-builts or soil borings available to provide. The finished floor load rating for the warehouse is maximum 600 PSF for the section at grade as well as the wharf section.

Q. Will there be adequate 110v power supply at the terminal for power tools and scissors lift?

A. 110v Power is available for the Contractors use. Receptacles are provided around the warehouse. However, not all may be in working condition. The Contractor shall be prepared to pull power from the nearest working receptacle.

Q. Can we confirm what is considered secondary steel structure? I ask this because the main structure has small angle braces coming off of them and I need to confirm if this is primary or secondary structure. Also does the roof panels count as secondary structure?

A. Refer to questions above for primary vs secondary components. Roof panels are considered secondary structural components. Note: If Contractor chooses to spray the purlins, then the complete underside of the roof panels may be painted as well. See specifications for protections of the lighting, fire protection, etc. if Contractor to chooses to spray paint.

Q. Will there be a forklift on site for loading or unloading?

A. No, Contractor shall be responsible for loading and unloading their materials and equipment.

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

- Q. For the painting of the yellows and the reds on the vertical columns and the stenciling is this portion of the work part of the base bid or should this be accounted for in the alternate bid for coating the primary steel structure?**
- A. The Work shall be included with the alternates. A line item will be added to include this work sperate from the primary steel components.
- Q. Please confirm that the surface prep will be a 5000-psi pressure wash with light mechanical cleaning as necessary to remove flaking rust or old coatings.**
- A. This method of surface preparation is pressure-washing as specified for applying the Carboline paint product. Should the Contractor choose to bid the Sherwin-Williams product, then their recommended preparation shall be provided.
- 8. GENERAL COMMENTS**
- A. **Any bid submitted by a nonresident contractor which does not include the nonresident contractor's current state law may not be considered for award. If the state does not have a preference law, then the contractor shall submit a letter stating such from an officer of the court.**
- B. **The Owner will confirm the validity of the Bidder's Contractor's License Number prior to opening the bid. This will be accomplished by using the Board of Public Contractor's Website located at <http://www.msbec.us/contractors.cfm>. It shall be the Bidder's responsibility to ensure his License Number appears on the site. If the number does not appear, the bid will be returned unopened, regardless of whether or not the number was valid at the time of the bid opening.**
- C. **A Transportation Worker Identification Credential ("TWIC") Card will be required for this project. All contractors, subcontractors, vendors, suppliers, etc. shall be required to have a TWIC Card. All access to the site shall be through the guardhouse gate. Non-TWIC card holders must register at the guardhouse and be escorted to the project site by the General Contractor or a representative of the General Contractor. TWIC card holders shall be limited to escorting up to 5 Non-TWIC card holders. The Owner and Engineer shall not be responsible for escorting Non-TWIC card holders. Additional Information on TWIC cards and how to obtain a card is provided at <https://www.tsa.gov/for-industry/twic>.**
- D. **Communications:** All communications between the Contractor and the Owner shall be made only through the Engineer. All questions, clarifications or guidance shall be in the form of a written Request for Information (RFI) and directed to the Engineer.
- E. **Submittals required at the beginning of the project:** The Contractor shall submit the following submittals at the beginning of the project to Engineer for timely review: **CONSTRUCTION SCHEDULE** indicating the times (numbers of days or dates) for starting and completing the various stages of the work, including any milestones specified in the contract documents. **SCHEDULE OF SUBMITTALS** providing a workable arrangement, including the specification section number and description, for reviewing and processing the required submittals. **SCHEDULE OF VALUES** for all lump sum bid items.
- F. **Pay Application Process:** The Contractor shall submit each application for payment by the 20th of each month to the Engineer on the form provided by the Engineer. The cutoff date will be the 15th. The Contractor shall submit an updated construction schedule, project narrative, and current insurance certificate with each pay application making adjustments to the construction schedule as necessary based on actual progression of work. Upon receipt of a complete application for payment, updated construction schedule, project narrative, and current insurance certificate the Engineer shall have 10 days to review each application for payment from the date received and either return with comments to the Contractor or send to the Owner with a recommendation for payment. The Owner meets the second Tuesday of each month with exceptions for holidays. Forty-five days after the presentation of the application of payment to the Owner by the Engineer with a recommendation for payment the application for payment becomes due. The Owner will retain five percent (5%) of the amount of each estimate on this project.
- G. **Safety:** Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons, work, materials, equipment, and other property at the site or adjacent thereto. The Contractor shall be responsible for providing and adhering to traffic control measures at all times.
- H. **Testing:** An inspection and testing agency shall be provided by the Contractor and approved by the Engineer to perform field and laboratory testing to verify compliance of the work with the requirements of this specification, and to ensure the achievement of the intents and purposes of work.
- I. **Emergencies:** In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, the Contractor is obligated to act to prevent threatened damage, injury, or loss. In the event of such an emergency, the Contractor shall act without previous instructions from the Owner or Engineer, as the situation may warrant.

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

- J. **Controlling access to the work areas:** Portions of the project site will be open for use while construction is ongoing and the Contractor shall be responsible for ensuring that all work areas and equipment are secure at all times to prevent unauthorized access to work areas by others. This shall include installing temporary construction fencing and other related items as necessary to control access to the work areas and the cost for these temporary control measures shall be absorbed in the Mobilization/Demobilization pay item.
- K. **Rain Day Calculations:** It is the Contractor's responsibility to take into account the average number of days lost to rain that the project area will be subject to during the contract duration. These rain days should be accounted for in the Contractor's proposed work schedule. Over the course of the project, rainfall amounts and duration will be tracked, and the Engineer will determine if any rain days above the expected average should be awarded. Only those days in excess of the expected average will be added to the contract time. Information detailing the average rainfall amounts for the project area based on historical data is attached to these minutes.
- L. **Existing Utilities:** It is the Contractor's responsibility to work around existing utilities.
1. Known utilities and structures adjacent to or encountered in the work are shown on the drawings. The locations shown are taken from existing records and it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the Owner, or the Engineer for their accuracy or completeness.
 2. Contractor shall be responsible for contacting state's one-call location service prior to beginning execution.
 3. Prior to move in, the Contractor shall verify the location of utilities, including depth and report this information to the Engineer. Conflicts, if any, will be resolved prior to move in.
 4. No attempt has been made to locate services whether water, sewer, or gas. Location and repairs to services damaged by the Contractor are considered incidental to construction and the cost should be included in the applicable unit price or lump sum bid items.
 5. In the event utilities and/or structures are encountered that are not shown on the drawings, adjustments to the Contract shall be provided for in accordance with the GENERAL CONDITIONS, ALTERATIONS. The Contractor shall excavate areas where latent components may materialize some time ahead of construction in order to allow the Owner to institute appropriate changes and to mitigate any delays.
- M. **Bidders, please look over the Section 00800 Supplementary Conditions of the Construction Contract, Article 5 – Bonds and Insurance. Notice the minimum limits required by the Jackson County Port Authority. Please make certain these minimums are in place by your insurance carrier prior to placing your bid.**
- N. A detail to provide the flange plate of the outside face of the columns to connect the new girts will be provided.
- O. Bid Items 15 and 16 modified to clarify that the installation of the American Weatherstar System applies to the roof panels only.
- P. Pre-Construction and Post-Construction Audio Video Recorded Survey

The Contractor shall furnish all labor, materials and equipment to furnish color audio video recorded survey of the project site as specified herein.

- A. An original and two (2) copies of a continuous color audio video recording of the entire area within fifty (50) feet of the construction area.
 1. Pre-Construction: The recording shall clearly and completely describe existing conditions throughout the entire area. The recording shall be made jointly under the direction of the Contractor and the company of the Engineer. The Contractor shall be equipped to record either interior or exterior exposures.
 2. Post-Construction: The recording shall clearly and completely describe the new conditions throughout the entire area and be recorded along the same path/area and sequence as the pre-construction recording.
- B. The recording shall be taken prior to any construction activity and after project completion.
- C. The Engineer reserves the right to reject the audio video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any recording rejected by the Engineer shall be rerecorded at no cost to the Owner. Under no circumstances shall construction begin until the Engineer has received and accepted the audio video DVD(s).
- D. Complete coverage shall include all surface features within 50' of the work area to be utilized by CONTRACTOR and shall be supported by appropriate audio description made simultaneously with video coverage. Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, roadways, landscaping, trees, culverts, headwalls, retaining walls, equipment, buildings, structures,

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

pavements, manholes, vaults, handrails, etc. located within the aforementioned work zone. Video coverage shall extend to the maximum height of all structures within this zone.

- E. All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten percent of the ground area is covered with standing water, unless otherwise authorized by Engineer.
- F. Each DVD shall begin with the Owner's name, Contract name and number, CONTRACTOR's name, date and location information such as street name, direction of travel, viewing side, etc.
- G. Information appearing on the DVD must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable. Time must be accurate and continuously generated.
- H. Digital information to appear in the bottom right corner shall be as follows:
 - 1. Day, date and time
- I. Audio information to be provided at the beginning on each recording:
 - 1. Name of Contractor and Company Recording
 - 2. Name of Project and Job Number
 - 3. Name of Attendees Present during Recording
- J. All DVDs and boxes shall bear labels with the following information:
 - 1. DVD Number
 - 2. Owner's Name
 - 3. Date of Recording
 - 4. Project Name and Number
 - 5. Location and Standing Limit of DVD
- K. Written documentation must coincide with the information on the DVD so as to make easy retrieval of locations sought for at a later date.
- L. Audio shall be recorded at the same time as the video recording and shall have the same information as on the viewing screen. Special commentary shall be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, structures, equipment, pavement, etc.
- M. Prior to commencement of audio video recording, CONTRACTOR shall notify the Engineer in writing when and where the audio video recording will begin. The Engineer may provide a designated representative to accompany and oversee coverage of all recording operations. Audio video recording completed without an Engineering representative present will be unacceptable unless specifically authorized by the Engineer.

9. CLOSING REMARKS

The meeting adjourned at approximately 2:45 PM.

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

PRE-BID CONFERENCE
LIST OF ATTENDEES
REPAIRS TO THE TERMINAL G&H WAREHOUSE
FOR
JACKSON COUNTY PORT AUTHORITY
JANUARY 25, 2022 AT 2:00 P.M.

Representative/ Company Name	Address	Phone Numbers and Email Address
James Douglass Compton Engineering, Inc.	1969 Market Street Pascagoula, MS 39567	Office: (228) 762-3970 Fax: (228) 769-9079 Cell: (228) 627-3036 Email: jdouglass@comptonengineering.com
James Hightower Compton Engineering, Inc.	1969 Market Street Pascagoula, MS 39567	Office: (228) 762-3970 Fax: (228) 769-9079 Cell: (228) 355-0491 Email: jhightower@comptonengineering.com
Mark Fletcher Pro-Tech Industrial	45 S Park Dr. Perkinston, MS	Office: (601) 716-3110 Cell: (251) 402-0601 Email: m.fletcher@protechind.com
Hugo (Bo) Faure III Faure Steel	1012 Old Spanish Trail Bay St. Louis MS	Office: () - Cell: (228) 222-0920 Email:
Mel Faciane Hopkins Const.	19197 Commission Rd. Long Beach, MS	Office: () - Cell: 985 960-0221 Email: Mfaciane@chooschopkins.com
Mark Hopkins Hopkins Const	19197 Commission Rd LB, MS	Office: () - Cell: () - Email: mhopkins@chooschopkins.com
Bill DENTINGER NATIONS ROOF	3150 LEE'S LANE MOBILE, AL 36609	Office: () - Cell: (251) 620-6263 Email: WDENTINGER@NATIONSROOF.COM
JOE E Clark Jr S&S INDUSTRIAL LLC		Office: () - Cell: (228) 382-4820 Email: JOE.CLARK@SANDSINDUSTRIAL.COM
MICHAEL SMITH	JCPA	Office: () - Cell: () - Email:
Anthony Greer	JCPA	Office: () - Cell: () - Email:

Average Rainfall 1995 - 2015						
		Precipitation (in.)				
		Average Rainfall				
Month	Total	Greatest Observed	Number of Days			Average Days Lost to Rain
			>=.10	>=.50	>=1.0	
January	3.91	1.48	5.24	2.38	1.38	5
February	3.82	1.45	4.48	2.33	1.38	4
March	4.76	2.30	4.81	2.48	1.33	5
April	5.21	2.70	4.48	2.43	1.62	4
May	4.11	2.12	4.29	2.48	1.33	4
June	6.41	2.19	7.29	4.00	2.43	7
July	8.23	2.84	8.57	4.86	2.52	9
August	6.82	2.48	6.57	3.62	2.14	7
September	6.29	2.58	6.00	3.05	1.67	6
October	3.65	1.68	3.52	2.05	1.24	4
November	4.03	1.97	4.10	2.62	1.52	4
December	3.34	1.41	3.90	2.14	1.19	4
Summary	60.60	2.84	63.24	34.43	19.76	63

SECTION 00410
BID FORM

NOTE: Use preferably black ink for completing this Bid form.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

Repairs to the Terminal G&H Warehouse

1.02 This Bid is submitted to:

**Jackson County Port Authority
3033 Pascagoula Street
Pascagoula, Mississippi 39567**

1.03 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.

1.04 The company and person to contact for additional information regarding this Bid:

COMPANY NAME: _____
CONTACT: _____
TITLE: _____
TELEPHONE: _____

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 90 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, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

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

Please reference Article 7 of Section 00410 Bid Form regarding items that must be included in the Bid Package.

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local 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 contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable “technical data” and, (2) reports and drawings of Hazardous Environmental Conditions, if any, at the site that have been identified in SC-4.06 as containing reliable “technical data”.

ATTACHMENT NO. 2 TO ADDENDUM NO. 2

- E. Bidder has considered the information known to Bidder; 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 the 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, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) 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 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 of the Work for which this Bid is submitted.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents 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.

ATTACHMENT NO. 2 TO ADDENDUM NO. 2

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 – REPAIRS TO THE TERMINAL G&H WAREHOUSE					
Item #	Description	Units	Qty.	Unit Price	Amount
1	Mobilization/Demobilization	LS	1		
2	Owner Contingencies	LS	1	\$200,000	\$200,000
3	Remove/Replace Deteriorated Metal Roof Panels	SQ	23		
4	Remove/Replace Deteriorated Metal Wall Panels	SF	5,200		
5	Remove and Replace Metal Rake Trim	LF	40		
6	Remove and Replace Metal Rake Eave Trim	LF	435		
7	Remove/Replace Deteriorated/Missing Purlins and Eave Struts	LF	2,900		
8	Remove and Replace Deteriorated/Missing Girts	LF	2,200		
9	Provide Gutter along South Wall	LF	435		
10	Provide Downspouts along South Wall	EA	19		
11	Repair/Replace Cross-bracing between frames	EA	10		
12	Type A Column Base: Structural Repairs to Deteriorated and Structurally Deficient Column Base Plates, Anchor Bolts, and Concrete Pedestals	EA	1		
13	Type B Column Base: Structural Repairs to Deteriorated and Structurally Deficient Column Base Plates, Anchor Bolts, and Concrete Pedestals	EA	26		
14	Provide Flange Support on Column to Attach Girts Including Clip Plates to attached Girts	EA	13		
15	American Weatherstar System on all New Roof Materials.	SQ	22		
16	American Weatherstar System on all Existing Coated Roof Materials	SQ	1,727		
17	Prepare and Paint Underside of all Existing Roof Panel Seams	LF	6,960		
TOTAL BASE BID (TO BE READ ALOUD):					

ALTERNATE NO. 1					
Item #	Description	Units	Qty.	Unit Price	Amount
Alternate 1	Prepare and Paint all Roof Secondary Steel	SF	174,870		
TOTAL ALTERNATE NO. 1 (TO BE READ ALOUD):					

ATTACHMENT NO. 2 TO ADDENDUM NO. 2

ALTERNATE NO. 2					
Item #	Description	Units	Qty.	Unit Price	Amount
Alternate 2	Prepare and Paint all Wall Secondary Steel	SF	19,795		
TOTAL ALTERNATE NO. 2 (TO BE READ ALOUD):					

ALTERNATE NO. 3					
Item #	Description	Units	Qty.	Unit Price	Amount
Alternate 3	Prepare and Paint all Primary Steel Frames and Columns	LF	7,638		
TOTAL ALTERNATE NO. 3 (TO BE READ ALOUD):					

ALTERNATE NO. 4					
Item #	Description	Units	Qty.	Unit Price	Amount
Alternate 4	Add to Interior Columns and Concrete Bases Red or Yellow Paint and Stenciling	EA	102		
TOTAL ALTERNATE NO. 4 (TO BE READ ALOUD):					

ALTERNATE NO. 5					
Item #	Description	Units	Qty.	Unit Price	Amount
Alternate 5	Remobilization Due to Restricted Access	EA	3		
TOTAL ALTERNATE NO. 5 (TO BE READ ALOUD):					

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents. No minimum or maximum quantities are guaranteed by the Owner.

The Owner reserves the right to award a Contract for the base bid and one, all or any combination of alternates to the lowest, responsible, responsive, qualified bidder. The Owner will adjust the final contract amount by utilizing any combination of the Bid Schedules and Alternate to adjust the scope of work for the available funds for the project.

ATTACHMENT NO. 2 TO ADDENDUM NO. 2

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days included in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.
- 6.03 Submittals required under this Contract that would affect the start of actual construction can be submitted by the Engineer/Contractor any time after the Owner issued the Notice of Award, notwithstanding the fact that the Contract has not been executed nor the Notice-To-Proceed issued. Notwithstanding the Engineer/Contractor's right to make early submittals, No cause for a delay or time extension shall arise under the Contract unless the owner fails to respond to such submittals within 20 days after issuance of the Notice-to-Proceed and the delay impacts the Contract completion date. The time for completion of this Contract shall begin on the day the Notice-to-Proceed is issued by the Owner.
- 6.04 In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate per calendar day as stated in the Contract until the work shall have been satisfactorily completed as provided by the Contract Documents.
- 6.05 Calculations for the specified liquidated damage amounts are on the file with the Engineer and available for review upon request.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security in the form of Bid Bond, Section 00430.
 - B. Evidence of Authority to Execute.
 - C. Contractor's Preferential State Bid Law.

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.

ATTACHMENT NO. 2 TO ADDENDUM NO. 2

ARTICLE 9 – BIDDER’S SIGNATURE AND SWORN STATEMENT

STATE OF _____

COUNTY OF _____

BIDDER

9.01 The name of the bidder submitting this proposal is:

Headquarters Address:

Street _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Email _____

Local Mailing Address (if different than above):

Street _____

City _____ State _____ Zip _____

Address to which all communications concerned with this Bid and with the resulting Contract shall be sent:

Name _____ Street or P.O. Box _____

City _____ State _____ Zip _____

Attention: _____
Name _____ Title _____

Submitted on _____, 20____.

State Contractor License No. _____ (If applicable)

ATTACHMENT NO. 2 TO ADDENDUM NO. 2

9.02 Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

First Partner Name (typed or printed): _____

Address: _____

Second Partner Name (typed or printed): _____

Address: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in _____ *[State Where Project is Located]* is
____________.

ATTACHMENT NO. 2 TO ADDENDUM NO. 2

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

9.03 I (Bidder) have examined and prepared the foregoing Bid(s) based on the information contained in the Project Manual provided with the Bid; that I have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that these statements are true and correct.

Signature: _____

Title: _____ (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this ____ day of _____, 20__.

Notary Public – State of _____

My Commission expires _____ (Notary Seal).

ATTACHMENT NO. 3 TO ADDENDUM NO. 2

SECTION 00520
CONTRACT

THIS AGREEMENT is by and between JACKSON COUNTY PORT AUTHORITY

(Owner) and _____

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The scope of the Project generally consists of replacing deteriorated purlins, girts, trim, wall and roof panels, repairing column bases, providing gutters and downspouts, and re-coating the roof of the approximately 172,000 SF warehouse. The Project also includes alternates to coat the secondary and primary metal building components.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Repairs to the Terminal G&H Warehouse

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by:

Compton Engineering, Inc.
1969 Market Street
Pascagoula, MS 39567

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **210 days** after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **240 days** after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay

ATTACHMENT NO. 3 TO ADDENDUM NO. 2

(but not as a penalty), Contractor shall pay Owner **\$442.00** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$273.00** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment in accordance with Article 14 of the General Conditions during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 95 percent of Work completed (with the balance being retainage); and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate specified by Mississippi State Law.

ATTACHMENT NO. 3 TO ADDENDUM NO. 2

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable “technical data,” and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable “technical data.”

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor 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 Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. General Conditions (pages 0 to 43, inclusive).
5. Supplementary Conditions (pages 1 to 12, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. The Drawings listed on the sheet index included in or with the Project Manual.

ATTACHMENT NO. 3 TO ADDENDUM NO. 2

8. Addenda (numbers _ to _, inclusive).

9. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid (pages _ to _, inclusive).

b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

c. _____.

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed (pages 1 to 1, inclusive).

b. Work Change Directives.

c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

ATTACHMENT NO. 3 TO ADDENDUM NO. 2

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 or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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.

10.06 Other Provisions: N/A

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

JACKSON COUNTY PORT AUTHORITY

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

P.O. Box 70

Pascagoula, MS 39568-0070

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: _____
(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

**SECTION 01230
ALTERNATES**

1.0 GENERAL

1.1 This specification prescribes the general requirements for Alternate Bid Schedules in the Bid Form.

1.2 RELATED SECTIONS

Division 01 General Requirements

1.3 MEASUREMENT AND PAYMENT

Payment for Work in this section shall be included in the unit price / lump sum price as outlined in the Bid. Bid price shall include all cost of labor, materials, and incidentals complete.

1.4 ALTERNATES REQUIREMENTS

1.4.1 This section identifies each Alternate and describes basic changes to the Work only when that Alternate is made a part of the Work by specific provisions in the Agreement.

1.4.2 This section includes only the non-technical descriptions of the Alternates. Refer to the specific Sections of Divisions 2 through 16 of the Specifications for technical descriptions of the Alternates.

1.4.3 The Base Bid and Alternates shall include the costs of all supporting elements required, so that the combination of the Lump Sum Base Bid and any Alternates shall be complete. The scope of Work for all Alternates shall be in accordance with applicable Drawings and Specifications.

1.4.4 The Base Bid shall include all Work included in the Drawings and Specifications except work described as Alternates. Each Alternate is intended to cover all of the Work required for a complete finished job.

1.4.5 The Base Bid and the Alternates are exclusive in their scope. There is no overlap between or among the Base Bid and Alternates. The cost of any item of Work shall be included only once, in the Base Bid or in the Alternates.

1.4.6 Coordination of related Work and modifications to surrounding Work as required to properly integrate each Alternate, and to provide the complete construction required by the Contract Documents, is the responsibility of the Contractor.

1.4.7 Bidders shall submit bids for the Base Bid and all requested Alternates as listed on the Bid Form. Failure to quote an amount of the insertion of the words "no bid". "none" or words of similar import, will be considered as not completing the proposal and may constitute disqualification of the entire bid. When there is no change in the base bid due to using the Alternate, the words "No Change" should be used. The words "No Change" will be interpreted to mean that the Work described in the Alternate shall be completed at no adjustment or change in the cost of the Base Bid.

1.4.8 Except as otherwise specifically provided in Section 1.2, the Work described in Alternates shall be completed with no increase in Contract Time.

1.4.9 All Alternates amounts shall be quoted in the appropriate spaces provided on the Bid form.

1.4.10 The Owner reserves the right to award none, any one or more selected in any order, or all of the Alternates in combination with the work covered by the Base Bid. Alternates will not be awarded without awarding the Base Bid.

ATTACHMENT NO. 4 TO ADDENDUM NO. 2

1.4.11 The Owner reserves the right to determine the low Bid as the Base Bid alone or the sum of the Base Bid and any combination of Alternates it chooses to award.

1.5 DESCRIPTION OF ALTERNATES

1.5.1 ALTERNATE NO. 1:

Contractor shall submit a unit price bid in accordance with the bid form included in the contract documents. Alternate number one includes preparing and painting all roof secondary steel, including new and existing components. All electrical and fire protection components are not required to be painted. Lighting fixtures and sprinkler head shall not be painted and shall be protected as necessary to avoid overspray. Overspray on floors is not a concern of the Owner.

1.5.2 ALTERNATE NO. 2:

Contractor shall submit a unit price bid in accordance with the bid form included in the contract documents. Alternate number two includes preparing and painting all wall secondary steel, including new and existing components. Electrical and fire protection components are not required to be painted and shall be protected from overspray. Overspray on concrete walls and floors is not a concern of the Owner.

1.5.3 ALTERNATE NO. 3:

Contractor shall submit a unit price bid in accordance with the bid form included in the contract documents. Alternate number three includes preparing and painting all primary steel frames, including rafters, interior and exterior columns.

1.5.4 ALTERNATE NO. 4:

Contractor shall submit a unit price bid in accordance with the bid form included in the contract documents. Alternate number four includes adding red or yellow paint to the interior columns and stenciling the bay designation on each column as details on Sheet S1.3. All interior columns shall be painted yellow except those designated as "FIRE" columns on Sheet S0.0.

1.5.5 ALTERNATE NO. 5:

Contractor shall submit a unit price bid in accordance with the bid form included in the contract documents. Alternate number five includes remobilization that may be required due to restricted access from materials stored in the warehouse. Remobilization shall only occur if the Owner cannot relocate/remove materials and as approved in writing by Engineer prior to demobilizing. Prior to demobilizing, the Contractor shall provide an updated schedule including the coordinated remobilization date.

1.5.5 For each alternate defined above, the specifications and design criteria in this Project Manual shall apply to both design concepts.

- a. No extension of time will be granted if this Alternate is accepted.
- b. The Owner reserves the right to accept this Alternate within thirty (30) days after the date of the Agreement.

2.0 **PRODUCTS** (Not Applicable)

3.0 **EXECUTION** (Not Applicable)

*** END OF SECTION ***

