

Addendum No. 2

Date Issued: May 5, 2023

Project: City of Anderson – Various Sites
Roof Rehabilitations
314 Tribble Street, Anderson, SC 29625

WMBE Project Number: 2022-137

Attachments: 1. Section 00 41 00 – Form for General Bid (REVISED)

This addendum modifies the Contract Documents as stated herein and shown on any accompanying drawings or attachments and is part of the Contract Documents.

Bidder shall acknowledge receipt of all addenda issued in the space provided on the Bid Form. Failure to acknowledge addenda may result in the bidders bid being rejected as non-responsive.

This addendum consists of 15 pages including attachments.

1. Changes to Bidding Requirements:
 - a. Section 00 41 00 – Form for General Bid (REVISED)
2. Changes to Specifications:
 - a. N/A
3. Changes to Drawings:
 - a. N/A

SECTION 00 41 00
REVISED FORM FOR GENERAL BID

(Failure to furnish all requested data will be cause for considering Bidder non-responsive and may render this Bid invalid on that basis.)

BID FOR: **CITY OF ANDERSON
ROOF REHABILITATIONS – VARIOUS SITES
ANDERSON, SC**

SUBMITTED TO: **CITY OF ANDERSON
ATTN: MS. LACRECIA BILBREY, CITY ENGINEER
401 SOUTH MAIN STREET
ANDERSON, SC 29624**

SUBMITTED BY: _____

Address _____

City, State and Zip Code _____

This bid includes addenda numbered and dated (if none, so state).

BASE BID

The proposed Contract Price is _____ dollars.
(\$ _____).

Allowances requested in Section 01 21 00 are as follows:

General Lump Sum: \$ _____

Unit Prices requested in Section 07 01 91 and on the drawings are as follows:

Unit Price No. 1 Joint Sealant Replacement _____/LF

Unit Price No. 2 Wood Plan Deck Replacement _____/SF
(Water Admin Building)

Unit Price No. 3 Concrete Repair _____/SF
(Generostee Building)

CERTIFICATIONS AND BASE BID

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 DP3 Architects, Ltd. 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/indicated 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 total of following items:

All items must be filled in, do not leave any blanks – write N/A if not applicable.

Division 00 – Procurement and Contracting Requirements	\$ _____
Division 01 – General Requirements	\$ _____
Division 02 – Existing Conditions	\$ _____
Division 03 – Concrete	\$ _____
Division 04 – Masonry	\$ _____
Division 05 – Metals	\$ _____
Division 06 – Wood, Plastics, and Composites	\$ _____
Division 07 – Thermal and Moisture Protection	\$ _____
Division 08 – Openings	\$ _____
Division 09 – Finishes	\$ _____
Division 10 – Specialties	\$ _____
Division 11 – Equipment (Provided by Contractor)	\$ _____
Division 12 – Furnishings	\$ _____
Division 13 – Special Construction	\$ _____
Division 21 – Fire Suppression	\$ _____
Division 22 – Plumbing	\$ _____
Division 23 – Heating, Ventilating, and Air-Conditioning (HVAC)	\$ _____
Division 26 – Electrical	\$ _____
Division 28 – Electronic Safety and Security	\$ _____
Division 32 – Exterior Improvements	\$ _____
Division 33 – Utilities	\$ _____
Total*	\$ _____

*Total must match Base Bid amount listed on page 1 of this form.

General Notes:

1. The undersigned, hereinafter called Bidder, in compliance with the "Notice to Bidders," accepting all of the terms and conditions of the "Instructions to Bidders," including without limitation those dealing with the disposition of Bid Security; proposes and agrees, if awarded the Contract, to enter into an Agreement with the Owner in the form of Agreement included in the Contract Documents, to furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work to be performed under this Contract within the Contract Time indicated in this Bid, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner, for the amounts contained in the Bid Schedules.
2. This Bid will remain open for sixty 60 days after the day of Bid opening. If awarded a contract, Bidder will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within ten (10) days after the date indicated in Owner's Notice of Award.
3. In submitting this Bid, Bidder represents that:
 - a. Bidder has become thoroughly familiar with the terms and conditions of the proposed Contract Documents accepting the same as sufficient to indicate and convey understanding of all the conditions and requirements under the Contract which will be executed for the Work.
 - b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.
 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
 - d. That no member of the Commission or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor in the Contract or any part of the Contract which may be awarded the undersigned on the basis of such Bid.
 - e. The description under each bid item, being briefly stated, implies, although it does not mention, all incidentals and that prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications, and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.
 - f. The Bid includes all sales taxes and other applicable taxes and fees.
4. Contract Time: Bidder agrees that:
 - a. He will commence work with an adequate force and equipment at the time stated in the Notice to Proceed, and complete all work in the number of days stipulated from the date stated in said notice without working overtime or on Saturdays, Sundays, or legal holidays except as specifically allowed by the Contract Documents and approved by the Owner.

- b. Work shall commence five (5) days after the receipt of the building permit or as indicated by the "Notice to Proceed" to start the clock based on the material delivery date to the site. The work shall be complete to the satisfaction of the owner within **90 calendar days**.
- c. The following schedule depicts working days per calendar month (non-cumulative) that shall be anticipated as normal inclement weather. Such time will not be considered justification for an extension of time. Inclement weather days in excess of normal inclement weather days listed, are justification for extension of time. Inclement weather days on Saturday, Sunday and holidays will not be allowed unless work has been scheduled and the Architect notified prior to said days. Time extensions will be granted only if the critical path has been affected. Extensions of time will be calendar days and not working days. Requests for extensions of time shall be made, in writing, within 21 days of the event(s) giving rise to the request.

Inclement weather days are defined as days, before project "dry-in", in which weather is too cold or too wet for masonry work to occur, provided the critical path is affected. For a wet weather day to occur, 1/4" of rain must fall during that day before 12:00 noon for it to be considered. Hot weather will not be justification for an inclement weather day.

January	6 days
February	5 Days
March	5 Days
April	4 Days
May	5 Days
June	4 Days
July	6 Days
August	7 Days
September	5 Days
October	4 Days
November	4 Days
December	5 Days

- d. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the times specified above. They 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 (but not as a penalty) items e and f below shall be enforced.
- e. CONTRACTOR shall pay OWNER **Two Hundred Fifty Dollars (\$250)** for each calendar day that expires after the time specified above for completion and readiness for final payment.
- f. CONTRACTOR understands and hereby expressly agrees that in addition to liquidated damages specified in Article 2.2 above, to pay the OWNER the actual costs to OWNER for any inspector or inspectors necessarily employed by OWNER on the Work until the Work is completed and ready for final payment. Further, the CONTRACTOR agrees that the sums to be paid the OWNER may be deducted from the sum due the CONTRACTOR for work performed as provided in Article 14 of the General Conditions.

5. Execution of Contract: Bidder agrees that:

- a. In case of failure on his part to execute the said Contract and Bonds within 15 days after the date indicated in the "Notice of Award", the check or bid bond accompanying this Bid, and the money payable thereon, shall be paid to the Owner as liquidated damages for such failure; otherwise the Bid Bond or check accompanying this Bid shall be returned to the undersigned.

6. Bid Documentation: The following documents are attached to and made a part of this Bid:
 - a. Non-collusion Affidavit
 - b. The undersigned acknowledges that a Bid security as outlined in the Invitation to Bid shall be delivered to the Owner.
 - c. The undersigned acknowledges that a Performance and Payment Bonds as outlined in the Invitation to Bid shall be delivered to the Owner.
 - d. Bidder's Affidavit.

7. Name, business address (mailing and street) phone number and e-mail address of Bidder to which all formal Notices shall be sent:

8. The terms used in this Bid, which are defined in the General Provisions of the Construction Contract included as a part of the Contract Documents, have the meanings assigned to them in the General Provisions.
9. The undersigned, as Bidder, declares that he has examined the project and informed himself fully in regard to all conditions pertaining to this project; that he has examined the Drawings and Project Manual for the work and Contractual Documents relative thereto and that he has satisfied himself relative to the work to be performed.
10. Adjustments To Base Bid: The OWNER may elect to award only a portion of the project at the prices provided by the successful Bidder. The Bidder agrees that his proposal may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.
11. The Bidder agrees that his proposal may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.
12. The Bidder acknowledges by his signature that the Owner reserves the right to reject any or all bids and to waive informalities in the bidding.
13. The undersigned agrees to submit, within twenty-four (24) hours of the bid due date, the attached Schedule of Values Form, completed in its entirety, as part of the Bid Submittal. Such Schedule of Values Form shall be submitted to the place designated for receipt of Bids. Bid forms not followed by a properly completed Schedule of Values shall be considered incomplete and shall receive no further consideration. An incomplete Schedule of Values will not be accepted.
14. The Undersigned has included all required Certificates of Insurance, etc.
15. The Undersigned hereby affirms and states that the prices quoted herein constitute the total costs for the work involved in the respective items and that this cost also includes taxes, insurance,

royalties, transportation charges, use of tools and equipment, superintendence, overhead, profits and other work, services and conditions necessarily involved in the work done and the materials furnished, in accordance with the requirements of the Contract.

16. The BIDDER hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: (List only one subcontractor for each item.)

<u>Sub-Trade</u>	<u>Name</u>
N/A	_____

17. The Bidder shall state on the line below, if a corporation, the name of state in which incorporated and the date of said corporation.

Signed this _____ day of _____, 2023.

Contractor

By: _____
(Signature of individual, partner or officer signing the Bid)

Its: _____
(Title)

(SEAL)

License Number _____
(Seal required if Bidder is a Corporation)

NOTE: If Contractor is a Corporation, Secretary should attest seal. Seal is required if Bidder is a Corporation.

INSURANCE REQUIREMENTS

The contractor shall procure and maintain, during the life of the contract, insurance coverage, for not less than any limits of liability shown between and shall include contractual liability insurance as applicable to the contractor’s obligations, with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the Owner by the successful bidder.

CERTIFICATES OF INSURANCE MUST BE INCLUDED IN THE BID.

- a. Commercial General Liability: The contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employment of the contractor and against all claims resulting from damage to any property due to any act or omission of the contractor, his agents, or employees in the operation of the work or the execution of this contract.

Contractor shall maintain General Liability coverage required for a period of not less than five (5) years after project completion. General Liability must include Products/Completed Operations coverage.

Where the work to be performed involves excavation of other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc. caused by the contractor’s operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage.....\$1,000,000.00 General Liability
\$2,000,000.00 Aggregate

- b. Comprehensive Automobile Liability: The contractor shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or other vehicles in the prosecution of the work included in the contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage.....\$1,000,000.00 Combined Single Limit

- c. South Carolina Workers’ Compensation Insurance: The contractor shall maintain Workers’ Compensation Insurance for all of his/her employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers’ Compensation.....Statutory Limits
Employers Liability Insurance \$500,000.00 Each Accident
\$500,000.00 Disease Each Employee
\$500,000.00 Disease Policy Limit

Contractor shall provide the Agency with a Certificate of Insurance showing proof of insurance acceptable to the Agency. Certificates containing wording that releases the insurance company from liability of non-notification of cancellation of insurance policy are not acceptable.

Contractor and/or its insurers are responsible for payment of any liability arising out of Workers’ Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current AM Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the Agency.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the Agency, its officers, officials, employees and agents.

Deductibles, Co-Insurance Penalties & Self-Insured Retention: The contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, or insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty or self-insured retention.

Subcontractors' Insurance: The contractor shall agree to cause each subcontractor employed by the contractor to purchase and maintain insurance of the type specified herein, unless the contractor's insurance provides coverage on behalf of the subcontractor. When requested by the Agency, the contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage by each subcontractor.

BID BOND

(This Bid Bond is part of the BID)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as Principal and

_____ as Surety, are hereby

held and firmly bound unto _____

OWNER in the penal sum of _____ for the payment

of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this _____ day of _____, 2023.

The conditions of the above obligation is such that whereas the Principal has submitted to the Owner certain BID, attached hereto and hereby made a part hereof to enter into a Contract in writing for the **CITY OF ANDERSON ROOF REHABILITATION – VARIOUS SITES.**

NOW THEREFORE,

If said Bid shall be rejected, or in the alternate, If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Agreement attached hereto (properly completed in accordance with said Bid) and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that obligations of said Surety and its Bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

In the Present of:

Witness: _____

PRINCIPAL: _____

By: _____

Witness: _____

SURETY: _____

By: _____

PERFORMANCE BOND

(This Performance Bond is part of the BID)

KNOW ALL MEN BY THESE PRESENT: That we _____
as Principal, also referred to as CONTRACTOR, and _____, as
Surety, are held and firmly bound unto **THE CITY OF ANDERSON** as Owner, in the full sum of

(\$ _____) Dollars, for the payment of which will and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these
presents.

WHEREAS, the above bound principal has entered into a contract with the Owner dated the _ day of _
_____, 2023, for _____
_____.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound Principal shall
faithfully and fully comply with the terms and conditions of said contract, including, but not limited to any
obligations created by way of warranties and/or guarantees for workmanship and materials which
warranty and/or guarantee may extend for a period of time beyond completion of said contract, and such
alterations or additions as may be made therein or in the plans and specifications, and shall indemnify
and save the Owner harmless against all claims for damages by reason of any default or negligence,
want of skill or care on the part of said principal or Agents in and about the performance of said contract,
and shall comply with all laws pertaining to said work, and shall comply with and perform any and all
warranties and/or guarantees provided for in said contract, then this obligation shall be void; otherwise of
full force and effect.

PROVIDED, further that upon either the default of the Principal, or the failure of the said Principal to
promptly and efficiently prosecute said work, in any respect, in accordance with the Contract Documents,
the above bound Surety shall either remedy the default of the Principal or shall take charge of said work,
and complete the Contract at his own expense, pursuant to its terms, receiving, however, any balance of
funds in the hands of said Owner due under said contract.

It shall be the duty of the Surety to give an unequivocal notice in writing to the Owner within ten- (10) days
after receipt of a declaration of default of the Surety's election either to remedy the default or defaults
promptly, or to perform the contract promptly, time being of the essence. In said notice of election, the
Surety shall indicate the date on which the remedy or performance will commence, and it shall then by
the duty of the Surety to give prompt notice in writing to the Owner immediately upon completion of (a)
the remedy and/or correction of each default, (b) the remedy and/or correction of each item of
condemned work, (c) the furnishings of each omitted item of work, and (d) the performance of the
contract. The Surety shall not assert solvency of its Principal as justification for its failure to give notice of
election or for its failure to promptly remedy the default or defaults or perform the contract.

In the event said Principal shall fail or delay the prosecution and completion of said Work and said Surety
shall also fail to act promptly as hereinabove provided, then the Owner shall cause ten- (10) days notice
of such failure to be given, both to said Principal and Surety, and at the expiration of said ten- (10) days, if
said Principal or Surety do not proceed promptly to execute said Contract, the Owner shall have the
authority to cause said work to be done and when the same is completed and the cost thereof estimated,
the said Principal and Surety shall and hereby agree, to pay any excess in the cost of said work above
the agreed price to be paid under said Contract.

Upon completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the
same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract including, but not limited to, all repair and replacement costs necessary to rectify purchase and installation error and fees.

The decision of the Owner, upon any disputed question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Surety agrees that other than as is provided in this bond, it may not demand of the Owner that the Owner shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any other action of any nature or description which is not required of the Owner to be done under the contract documents.

IN WITNESS WHEREOF, the Surety and Principal have executed this instrument under their several seals this _____ day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the Present of:

PRINCIPAL:

Witness: _____

By: _____

SURETY:

Witness: _____

By: _____

- NOTE: (a) Where the Performance Bond is executed by an attorney-in-fact, there shall be attached to each copy of the Bond, a certified copy of Power of Attorney properly executed and dated.
- (a) An authorized agent of the bonding company, licensed to do business in South Carolina shall countersign each copy of the Bond. The title of the person countersigning the Bond shall appear after his or her signature.
 - (b) The Seal of the bonding company shall be attached to each copy of the Bond.
 - (c) The CONTRACTOR'S signature on the Bond shall correspond with the signature in the Contract.
 - (d) The Bond shall be accompanied by a corporate resolution (which may be combined with the corporate resolution granting the signing officer authority to execute contracts) granting the corporate officer whom executes the Bond, the authority to do so.
 - (e) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended), and be authorized to transact business in the State of South Carolina.

BIDDER'S AFFIDAVIT

(This Affidavit is part of the BID)

STATE OF _____)
COUNTY OF _____)

Being duly sworn deposes and says that he resides at

That he is _____
(Give Name and Title)

who signed the above Proposal or BID, that he was duly authorized to sign and that the BID is the true offer of the BIDDER, that the seal attached is that seal of the BIDDER and that all the declarations and statements contained in the BID are true to the best of his knowledge and belief.

(Affiant)

Subscribed and sworn to before me this _____ day of _____, 2023.

(Notary Public)

My Commission expires _____, 202_____.

(SEAL)

FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF _____)
)
COUNTY OF _____)

_____ Being first duly sworn,
deposes and says that he is _____
(Sole Owner, a partner, president, secretary, etc.)

of _____, the party making the foregoing Proposal or BID that such BID is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of Affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Affiant)

Sworn to and subscribed before me this _____ day of _____, 2023.

Notary Public in and for

County: _____

My Commission expires _____, 202_____.

(SEAL)

END OF SECTION