

DOCUMENT 00 90 00
ADDENDUM

ADDENDUM NO. [3] **Date: January 6, 2022**

RE: SCHOOL DISTRICT OF ABBOTSFORD
ABBOTSFORD SCHOOL DISTRICT FEMA ADDITION
510 WEST HEMLOCK STREET
ABBOTSFORD, WISCONSIN 54405
HSR PROJECT NO. 21027

FROM: HSR Associates, Inc
 100 Milwaukee Street
 La Crosse, WI 54603
 (608) 784-1830

To: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated December 2021. Acknowledge receipt of this Addendum in the space provided on the bid form. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of [2] pages, [1] document.

CHANGES TO PRIOR ADDENDA:

1. Document 00 73 00 Supplementary Conditions see changes listed below.

CHANGES TO BIDDING REQUIREMENTS AND CONDITIONS OF THE CONTRACT:

2. Document 00 73 00 Supplementary Conditions revised document attached.
 - a. Specifier Note: Upon review I found that the paragraph indents/tabs for sub-articles were not consistent. I adjusted the indents/tabs at 3.12.6, 7.3.4, 7.3.10, 9.3.1, 9.6.8.
 - b. Added wording regarding retainage instructions in sub-article 9.6.9.5.

CHANGES TO SPECIFICATIONS:

3. Section 27 51 13 - Gymnasium Paging Sound System changes listed below.
 - a. Replace paragraph 1.3.A with the following:
 "Furnish and install a complete and operable sound system for the gymnasium as indicated on the drawings and as specified herein. "
 - b. Delete paragraph 1.3.C.
 - c. Paragraph 2.1 A.1. 360 degree speaker: add QSC E series / Renkus CX series / Community R or I series as approved manufacturers.
 - d. Paragraph 2.1 A.1.5 subwoofer speaker: add QSC E series / Renkus CX series / Community R or I series as approved manufacturers.
 - e. Paragraph 2.1 A.3. wireless mics: add EW 100 series or 300 series as approved manufacturers of the wireless handheld mics.
 - f. Replace paragraph 2.1 C with the following:
 "C. Paragraph not used."

CHANGES TO DRAWINGS

4. Sheet E100 – First Floor Power Plan changes described below. No revised sheet provided.
 - a. Mechanical F115: Extend Branch circuit LB-16 to exhaust fan EF-2, refer to sheet M100 for fan location.
5. Sheet E602 – Electrical Schedules changes described below. No revised sheet provided.
 - a. On the light fixture schedule:
 - i. Type “G16”; list Mark Architectural Lighting as an Equal fixture.
 - ii. Type “J” list Kuzco as an equal fixture.

END OF DOCUMENT 00 90 00

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

Addendum #3 Version

GENERAL

APPLICATION

The following amendments modify, delete and add to AIA document A201-2017 General Conditions. Where any article, paragraph or subparagraph in the general conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article, paragraph or subparagraph of the general conditions is not supplemented, amended, voided or superseded by any of the following paragraphs, the provisions of such article, paragraph or subparagraph not so amended, voided or superseded shall remain in effect.

DOCUMENTS INCLUDED IN THE SUPPLEMENTARY CONDITIONS:

Document 00 73 16 Insurance Requirements
Document 00 73 17 Bond Requirements
Document 00 73 43 Wage Rates Requirements
Document 00 73 46 Wage Determination Schedule
Document 00 73 73 Statutory Requirements

ARTICLE 1

1.1.3

Add the following sentence to the end of the existing sub-article:
"The word 'provide' shall also be understood to require 'furnish and install'."

1.1.4

Add the following sentence to the end of the existing sub-article:
"A detailed description of the Project can be found in Document 00 11 13."

1.2.3

After 1.2.3, insert the following new sub-articles:
"1.2.4 Where a number is listed in the Project Manual (as for gauges, weights, temperatures, amount of time, etc.) the number shall be interpreted as that or better."
"1.2.5 Whenever the words 'approved', 'satisfactory', 'directed', 'submitted', 'inspected', or similar words or phrases are used in the product specification sections, it shall be assumed that the words 'Architect/Engineer or Architect/Engineer's representative' follows the verb as the object of the clause, such as 'approved by the Architect/Engineer or Architect/Engineer's representative'."

ARTICLE 2

2.1.2

After 2.1.2, insert the following new sub-article:
"2.1.3 Refer to Document 00 22 13 for a detailed description of the Owner."

ARTICLE 3

3.3.3

After 3.3.3, insert the following new sub-article:
"3.3.4 Refer to Section 01 40 00 for detailed quality control requirements."

3.5.1

Add the following sentence to the end of the existing sub-article:
"Refer to Article 12 to see the time frame for correcting defective Work."

After 3.5.1, insert the following new sub-article:
"3.5.1.1 Where the Contract Documents require Work better than that required by statute, the Contract Documents shall govern."

3.7.1

Add the following sentence to the end of the existing sub-article:

"Contractor shall provide permits for driveway/curb-cuts, and cost for relocation of light poles and tree."

3.7.4

In 3.7.4, change "~~14 days after first observance~~" to "10 days after first observance"

3.8.3

After 3.8.3, insert the following new sub-article:

"3.8.4 Refer to Section 01 21 00 for detailed description of allowances."

3.12.6

After 3.12.6, insert the following new sub-articles:

Adjust Indent

"1 Contractor shall use a verification stamp with signature and date to signify Contractor's approval of Shop Drawings."

"2 Refer to Sections 01 30 00, 01 40 00 and 01 60 00 for detailed submittal information."

3.14.2

After 3.14.2, insert the following new sub-article:

"3.14.3 Refer to Section 01 70 00 for detailed cutting and patching requirements."

ARTICLE 4

4.1.1

Add the following sentence to the end of the existing sub-article:

"Wherever the term 'Architect' appears, it shall be changed to 'Architect/Engineer (AE)'."

After 4.1.1, insert the following new sub-article:

"1 Refer to Document 00 21 13 for a detailed description of the AE and any applicable consultants."

ARTICLE 5

5.2.1

Delete the first sentence of the existing sub-article:

~~"Unless otherwise stated in Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design."~~

Replace with:

"The successful bidder, within 10 calendar days from notification of selection for award of contract, shall furnish in writing to the Owner through the Architect a listing of major subcontractors and suppliers, their addresses, phone numbers, and the portions of the work which they will perform."

ARTICLE 7

7.2.1

After sub-article 7.2.1, insert the following new sub-article:

"7.2.2 Refer to Section 01 20 00 and 7.3.4 below for detailed change order procedures."

7.3.3.2

Delete the text of existing sub-article:

~~"Unit prices stated in the Contract Documents or subsequently agreed upon;"~~

Adjust Indent

Replace with:

"Unit prices stated in the Contract Documents including Section 01 22 00 or subsequently agreed upon;"

7.3.4

In the first sentence of 7.3.4, change "~~a reasonable amount~~" to "an allowance for overhead and profit in accordance with percentage fee stated in Subparagraph 7.3.11 below."

7.3.10

After 7.3.10, insert the following new sub-article:

"7.3.11 In Subparagraphs 7.3.3 and 7.3.4 the percentage fee allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

Adjust
Indent

.1 for the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.

.2 for the Contractor, for Work performed by the Contractor's Subcontractor, 7 percent of the amount due the Subcontractor.

.3 for each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 7 percent of the cost.

.4 for each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractor, 5 percent of the amount due the Sub-subcontractor.

.5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization."

7.4

After 7.4, insert the following new sub-article:

"7.5 Bulletins

A Bulletin is a written document prepared by the Architect/Engineer as a statement of changes in the scope of Work which may or may not change the Contract Amount or Time. The Contractor shall return the executed Bulletin to the Architect/Engineer on or before the date stated in the Bulletin stating Contractor's agreement to change the Scope of Work and any proposed adjustment to the Contract Amount and the Contract Time. All Bulletin items shall subsequently be recorded on a Change Order."

ARTICLE 8

8.3.1

After 8.3.1, insert the following new sub-article:

"1 The wording in sub-article 8.3.1 "unusual delay in deliveries", will be interpreted by the Architect in relation to the current commercial environment which includes unusually-lengthened and volatile lead times and supply shortages of various products. In this commercial environment, the Contractor shall take any needed measures to comply with the project's substantial completion requirements and any intermediate schedule targets the Contractor may apply to the Contractor's own work. Sub-article 8.3.1 does not permit the contractor to request increases to the contract sum due to delayed deliveries within the Contractor's scope. Requests for increases to the contract sum for temporary heating or cooling due to delayed deliveries within the Contractor's scope will not be accepted by the Owner."

ARTICLE 9

9.2

Adjust
Indent

After 9.2, insert the following new sub-article:

"9.2.1 Refer to Section 01 20 00 for detailed schedule of values requirements."

9.3.1

Delete the first sentence of the existing sub-article:

~~"At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work."~~

Replace with:

Submission of Applications for Payment shall follow sub-article 9.6 of the Supplementary Conditions.

9.6.8

After 9.6.8, insert the following new sub-article:

Adjust Indent

"9.6.9 Based upon Applications for Payment submitted to the Architect by the Contractor, the Owner shall make progress payment on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

.1 The period covered by each Application for Payment shall be on the 25th day of the month.

.2 Provided an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 60 days after the Architect receives the Application for Payment.

.3 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

.4 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Added wording

The retainage shall be an amount equal to not more than 5% of the estimate until 50% of the work has been completed. At 50% completion, no additional amounts shall be retained except that at 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the work completed.

.6 The progress payment amount determined in accordance with Paragraph 9.6.9.5 shall be further modified per Paragraph 9.6.9.6.1 of the Supplementary Conditions.

.6.1 Upon Substantial Completion of the Work, retainage to remain at 5% of Contract Sum until the Contract is closed out. This amount MAY be reduced to a lower percentage or lump sum if agreed to by Owner, Contractor and A/E.

.7 Reduction or limitation of retainage, if any, shall be per Paragraph 9.6 of the Supplementary Conditions."

9.8.5

After 9.8.5, insert the following new sub-article:

"9.8.6 Failure to reach final completion within 60 days from total Substantial Completion of the Project shall be cause to terminate the Contract and the Contractor's surety shall be notified accordingly."

9.10.1

After 9.10.1, insert the following new sub-articles:

".1 Upon completion of the Final Inspection if the Work is not acceptable and the Contract not fully performed, the AE will notify the Contractor, in writing, of all unfinished Work and fix the time within which the Contractor shall complete the items listed. Upon notification by the Contractor that the list of uncompleted items is complete, the AE will make a follow-up inspection trip."

".2 Time spent by the AE to follow-up on such unfinished Work to determine that the Contractor has fully performed the Contract shall be paid for by the Contractor on the basis of the AE's regular hourly rate schedule for supplementary services and reimbursable expenses as stated in the AE's agreement for services with the Owner."

".3 Payment for all such additional services required of the AE will be deducted from the balance due the Contractor, duly noted on the final Certificate for Payment and paid by the Owner directly to the AE."

9.10.5

After 9.10.5, insert the following new sub-article:

"9.10.6 Refer to Section 01 78 00 for detailed Contract closeout procedures."

ARTICLE 11

11.1.1

After 11.1.1, insert the following new sub-article:

"1 Refer to Supplementary Conditions for requirements and coverages for bonds and insurance."

11.2.1

After 11.2.1, insert the following new sub-article:

"1 The Contractor shall provide and maintain Property Insurance to cover the deductible of the Owner's property insurance in the amount of \$1,000 of loss on any claim, or provide evidence satisfactory to the Owner that the Contractor shall pay for all such losses not covered by the Owner against the same peril as described for the Owner's Property Insurance."

ARTICLE 12

12.2.2.1

In 12.2.2.1, change the words "~~one-year~~" in the first sentence to "two years".

12.2.2.2

In 12.2.2.2, change the words "~~one-year~~" in the first sentence to "two-year".

12.2.2.3

In 12.2.2.3, change the words "~~one-year~~" in the first sentence to "two-year".

END OF SECTION