

OCONEE COUNTY SHERIFF'S OFFICE RENOVATION

MPS Project No. 017567.01 Oconee County ITB 17-09 April 4, 2018

ADDENDUM NO. 1

The following clarifications, amendments, additions, deletions, revisions, and/or modifications are hereby made a part of the Contract Documents and change the original documents only in the manner and to the extent stated below:

GENERAL

ITEM No. 1 Pre-Bid Conference:

A list of attendees at the pre-bid conference held on March 27, 2018 at 11:00 AM EST is attached.

Request for Substitutions:

All Requests for Substitutions must be received in the office of the Architect no later than 5:00 PM on April 06, 2018. Requests must be submitted as specified in the Project Manual and Request for Substitute Form.

Questions:

All questions must be submitted in writing to the Architect (Jonathan Garvin) or the Owner's Representative (Tronda Popham) no later than 5:00 PM on April 06, 2018. E-mail is an acceptable form of written communication.

Addenda:

Addenda will be issued no later than April 10, 2018, except to postpone the bid date or withdraw the request for bids.

Pre-Bid Comments:

Bids must be received in the office of Oconee County Procurement no later than 2:00 PM on April 17, 2018.

Bid location: 415 Pine Street, Walhalla, SC 29691 Building: Oconee County Administration Building

Room: Oconee County Procurement Office, Room 100

It is the Bidders responsibility to review all documents, and to acknowledge acceptance of all addenda.

po box 8922 greenville, sc 29604 o. 864 242 2033 f. 864 242 2034 Oconee County Sheriff's Office Renovation Addendum No. 1 April 4, 2018 Page 2 of 4

Late bids shall be rejected as non-responsive.

Bid Bonds must be attached to bid form. A valid electronic bid bond is considered to be on the proper form. The original bid bond is to be submitted by the next business day.

Qualified bids shall be rejected as nonresponsive.

All Alternates shall be addressed on the bid form or be rejected as nonresponsive.

County will provide Builders Risk Insurance covering the interest of all parties.

Bid is to be guaranteed for 45 days.

The project is located in Oconee County. All permits and certificates of occupancy will be issued by Oconee County. Any permit fees required by the County will be waived. The Contractor may be responsible for an additional permit cost if required by the city of Walhalla.

The Owner will engage an independent testing and inspection agency to perform any required inspections and testing for the project. The Contractor will be responsible for coordination with the agency and will be responsible for any re-inspection or retesting due to noncompliance.

Allowances will be processed as a change order to the contract at the time of application for payment.

Refer to Section 01 22 00 Unit Prices and include list (1.08 Schedule of Unit Prices) on Unit Prices Form (Section 00 43 22)

Tap and Impact Fees (water) will be paid for directly by the Owner.

Site Condition: The Contractors are strongly encouraged to visit the site and do their own investigations prior to submitting bids.

Oconee County Sheriff's Office Renovation Addendum No. 1 April 4, 2018 Page 3 of 4

SPECIFICATIONS

- ITEM No. 1 Section 00 41 00 Bid Form
 - A revised Bid Form is attached
- ITEM No. 2 Section 00 43 23 Alternates Form
 - A revised Alternates Form is attached
- ITEM No. 3 Section 00 52 13 Agreement Form
 - A New AIA A101-2017 Owner/Contractor Agreement-Stipulated Sum Form is attached
- ITEM No. 4 Section 00 01 02 Project Information
 - Revise 1.03 D to add "Bidders shall contact Tronda Popham at 864-638-4141 to schedule a time to view the project site."
 - Revise 1.05 Procurement Timetable to read:
 - I. Contract Time: 120 calendar days
 - J. Desired Construction Start: on or about May 7 or May 14
 - K. Desired Substantial Completion Date: Not later than 120 calendar days from Notice to Proceed
 - L. Desired Final Completion Date: Not later than 150 days from Notice to Proceed
 - Revise 1.06 A to read "Availability of Documents: Refer to Section 00 11 13 Advertisement for Bids." Delete subsections.
- ITEM No. 5 Section 01 23 00 Alternates
 - Revise 3.01 Schedule of Allowances to include "B. Alternate No. 2 – All HVAC system modifications for the First Floor of the two-story building"
- ITEM No. 6 Section 01 35 53 Security Procedures
 - Delete 1.06 Guard Service

Oconee County Sheriff's Office Renovation Addendum No. 1 April 4, 2018 Page 4 of 4

DRAWINGS

ITEM No. 7 G001 COVER SHEET

1. Revise STRUCTURAL Contact Information to read as follows:

Fuller Group, Inc.

1350 C Cleveland Street

(864) 235-3580

lyoung@fullergrp.com Lucas Young, PE

ITEM No. 8 Hope and a Future Floor plan (REFERENCE)

Attached floor plan is to further clarify conditions at the single-story building for fire protection design

End of Addendum No. 1

Attachments:

Pre-Bid Conference Attendees List	1 page
Current Plan Holders List	1 page
00 41 00 – Bid Form	2 pages
00 43 23 – Alternates Form	1 page
00 52 13-A101-2017 – Owner/Contractor Agreement-Stipulated Sum	8 pages
Hope and a Future Floor Plan (A-1) (1) 24 >	36 sheet

Pre-Bid Attendees For

Oconee County Sheriff's Office Renovation March 27, 2018 – 11:00 a.m. MPS Project No. 017567.01

OWNER

Oconee County Procurement

Tronda Popham
tpopham@oconeesc.com
415 South Pine Street
Walhalla, SC 29691
(864) 638-4141

Oconee County Sheriff's Office

Kevin Davis

Oconee County Facilities Maintenance

Lake Julian

ARCHITECT

McMillan Pazdan Smith

Jonathan Garvin, AIA
jgarvin@mcmillanpazdansmith.com
Jes Stafford
jstafford@mcmillanpazdansmith.com
400 Augusta Street, Suite 200
Greenville, SC 29601
864 242 2033 p
864 242 2034 f

CONTRACTORS

Hogan Construction Group, LLC

Todd Mann

tmann@hoganconstructiongroup.com

Hogan Construction Group, LLC 10703 Anderson Road Easley, SC 29643 864.272.1527 p 864.272.1523 f 843.517.9777 m

Plan Holder's List

017567.01 Oconee County-Sheriff Office Renovation

Prepared on: April 3, 2018

Name	Email Address	Company
Bidder's		
Matthew Bello	matthew.bello@melloul.com	Melloul-Blamey Construction SC Ltd.
Chris Feller	cfeller@isqft.com	ConstructConnect
Jason Lathrop	jason.lathrop@melloul.com	Melloul-Blamey Construction SC Ltd.
Lynne Mathis	Imathis@marshbell.com	Marsh/Bell Construction Co., Inc.
Tripp Ross	tripp@jdavisinc.com	J. Davis Construction Inc.

SECTION 00 41 00 BID FORM

1	01	TO	THE	OW	NFR

- A. Oconee County
- B. 415 S. Pine Street
- C. Walhalla, SC 29691

1.02 FOR THE PROJECT

- A. Oconee County Sheriff's Office Renovation
- B. 300 S Church St
- C. Walhalla, South Carolina

1.03 DATE OF BID

	ate _17 April 2018 _
1.04 SI	BMITTED BY
В	dder's Full Name
А	ddress
С	ty, State, Zip
I.05 B	SE BID
A.	Having examined the site and all matters referred to in the Instructions to Bidders and the the proposed Contract Documents prepared by McMillan Pazdan Smith Architecture for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the lump sum of:
-	dollars

B. All applicable taxes are included in the Base Bid; these include federal, state and local taxes.

in lawful money of the United States of America.

1.06 BIDDER'S REPRESENTATIONS

- A. In submitting this Bid, the Bidder represents that:
 - 1. The Owner reserves the right to reject any or all Bids as indicated in A701 Instructions to Bidders.

McMillan Pazdan Smith Architecture

Oconee County Sheriff's Office Renovation Walhalla, South Carolina

MPS Project 17567.01

03.21.18

		2. This Bid may not be withdrawn for a period of forty-five calendar days from the date of bid opening.
.07	CC	ONTRACT TIME
	A.	If this Bid is accepted, we will:
	B.	Complete the Work in calendar weeks from Notice to Proceed. (Bidder to enter number of weeks.)
.08	AC	DDENDA
	A.	The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Base Bid.
		Addendum No. 01 Dated: Addendum No. 02 Dated: Addendum No. 03 Dated
.09	ВІІ	D FORM SUPPLEMENTS
	A.	The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
.10	BII	D AUTHORIZATION
	A.	This Bid is Submitted By:
		Handwritten Name of Bidder (Print Full Name of Firm)
		(Handwritten Signature of Authorized Signing Officer of Bidder)
		(Typed or Printed Name and Title of Authorized Signing Officer of Bidder)
		Witness of Signature (Provide Handwritten Signature and Title)

END OF SECTION

SECTION 00 43 23 ALTERNATES FORM

PAR	TICULARS
1.01	THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:
1.02	(BIDDER)
1.03	TO (OWNER): OCONEE COUNTY
1.04	DATED AND WHICH IS AN INTEGRAL PART OF THE BID FORM.
ALTI	ERNATES LIST
2.01	THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 01 23 00 - ALTERNATES.
	ALTERNATE # 1: ADD / (DEDUCT) \$
	ALTERNATE # 2: ADD / (DEDUCT) \$
	END OF DOCUMENT

DRAFT AIA Document A101 - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the	« » day of « » in the year « »
(In words, indicate day, mon	oth and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

```
« »
« »
« »
« »
```

and the Contractor:

(Name, legal status, address and other information)

```
« »« »
« »
« »
« »
```

for the following Project:

(Name, location and detailed description)

```
« »
« »
« »
```

The Architect:

(Name, legal status, address and other information)

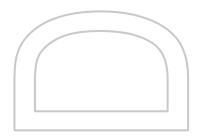
```
« »« »
« »
« »
« »
```

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences.
Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

to be completed price	justments of the Contract Time as or to Substantial Completion of the portions by the following dates:				
Portion of \	Work	Substantial Completic	on Date		
	ctor fails to achieve Substantial Coed as set forth in Section 4.5.	ompletion as provided	l in this Section 3.	.3, liquidated da	amages, if
	ACT SUM all pay the Contractor the Contractor the Sum shall be « » (\$ « »), su				
§ 4.2 Alternates § 4.2.1 Alternates, if	f any, included in the Contract Sur	m:			
Item		Price			
execution of this Ag	e conditions noted below, the follogreement. Upon acceptance, the Calternate and the conditions that r	wner shall issue a Mo	odification to this	Agreement.	ving
Item		Price	Cor	nditions for Acce	eptance
§ 4.3 Allowances, if (Identify each allow	any, included in the Contract Survance.)	m:			
Item		Price			
§ 4.4 Unit prices, if a (Identify the item an	any: nd state the unit price and quantit	y limitations, if any, to	o which the unit p	rice will be app	licable.)
Item		Units and Limita	ations	Price per Unit (\$	60.00)
§ 4.5 Liquidated dan (Insert terms and co	mages, if any: onditions for liquidated damages,	if any.)			
« »					
	or bonus or other incentives, if an	y, that might result in	a change to the C	Contract Sum.)	
« »					

[« »] By the following date: « »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

δ	5	1.7	11	The	following	items are	not sub	iect to	retainage:
.7	υ.	1./		1110	TOHOWINE	itcins are	not suo	icci ic	retainage.

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as

(Insert any other conditions for release of retainage upon Substantial Completion.)

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct .1 Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)



ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

«	>>

(Check the ap	propriate box.)
[« »]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[« »]	Litigation in a court of competent jurisdiction
[« »]	Other (Specify)
	« »
	and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in inding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of isdiction.
	ERMINATION OR SUSPENSION tract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document
A201-2017, t	Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document then the Owner shall pay the Contractor a termination fee as follows: aount of, or method for determining, the fee, if any, payable to the Contractor following a termination for convenience.)
« »	
§ 7.2 The Wor	rk may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.
§ 8.1 Where re	IISCELLANEOUS PROVISIONS eference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract e reference refers to that provision as amended or supplemented by other provisions of the Contract
	ner's representative: ass, email address, and other information)
« » « » « » « »	
	tractor's representative: ss, email address, and other information)
« » « » « » « »	
§ 8.4 Neither to ther party.	the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the

§ 6.2 Binding Dispute Resolution

method of binding dispute resolution shall be as follows:

§ 8.5 Insurance and Bonds § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101 TM –2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™_2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »		
§ 8.7 Other provisions:		
« »		

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101TM–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101TM–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM–2017, General Conditions of the Contract for Construction
- 4 AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)



.5 Drawings

	Number	Title	Date
6	Specifications		
	Section	Title	Date Pages
7	Addenda, if any:		
	Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document E204TM–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.)



		v Plan·		
	[« »] The Sustainability	y I luli.		
	Title	Date	Pages	
	[« »] Supplementary a	nd other Conditions of the Contract	:	
	Document	Title	Date	Pages
.9 his Agreen	Document A201 TM –2017 p sample forms, the Contract requirements, and other in proposals, are not part of documents should be listed « »	isted below: documents that are intended to form provides that the advertisement or in etor's bid or proposal, portions of A information furnished by the Owner is the Contract Documents unless enu d here only if intended to be part of y and year first written above.	nvitation to bid, Instrudental denda relating to bi in anticipation of recommerated in this Agree	uctions to Bidders, dding or proposal ziving bids or ement. Any such
OWNER (Si	gnature) ume and title)	CONTRACTOR « »« » (Printed name		

