

November 30, 2023

Pemiscot County Port Authority
John Ferguson II
2353 N. State Hwy D
Hayti, MO 63851

BIDDING ADDENDUM 2

For work titled:
Pre-Engineered Metal Building Erection & Foundations

Project Number / Client Number: 19-0025

TO ALL BIDDERS

GENERAL NOTES

This addendum is issued for the purpose of clarifying the intent of the contract documents or for making necessary corrections, deletions, and/or additions to the documents on all items of discrepancy raised up to the time of the issuance of this addendum.

Each bidder is hereby instructed and authorized to incorporate into his proposal the instructions contained in this addendum. This addendum forms a part of the bidding and contract documents and modifies the original bidding documents, dated November 9, 2023. Acknowledge receipt of this addendum in space provided on Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

This addendum consists of four (4) – 8-1/2" x 11" pages

Summary of Revisions to Plans and Specifications:

The following is a summary of the revisions included in Addendum 2 and is not intended to enumerate all modifications. Refer to the "Project Manual" and "Project Plans" sections below and attachment herein for additional and detailed information.

1. The Bid Date/Time has been moved to Tuesday, December 12, 2023 at 2:00pm.
2. There will be no grading or seeding required on this project.
3. The project competition timeline has been modified to include a statement about weather delays not affecting the project completion timeline.

Clarifications to questions received by the Port Authority:

1. The walk doors will be provided by the owner for installation by the contractor, Section 081113 will control hardware and installation requirements.
2. No overhead doors will be provided or installed as a part of this bid, openings for overhead doors are still included in the building package and will be framed out as detailed.

**Pemiscot County Port Authority
Pre-Engineered Metal Building Erection & Foundations**

19-0025

Addendum 2
Caruthersville, MO

PROJECT MANUAL

Section 001113-1 Advertisement for Bids, paragraph 1 and Section 002113-6, Article 17.0 OPENING OF BIDS: the Bid Opening teleconference attendance information is as follows:

Subject: PCPA Bid Opening

When: Tuesday, December 12, 2023 2:00 PM

Where: <https://us06web.zoom.us/j/5858611296?pwd=Z2pjVFMvQjVrb3R3bHhLOEVaTTlrQT09>

Section 005200 Contract Agreement: replace this section in its entirety with the attached, revised section.

Project Documents

Remove all references to seeding and grading in the project manual and plan sheets.

All other terms and conditions of the Project Manual and Drawings shall remain unchanged.

END OF ADDENDUM 2

SECTION 005200
CONTRACT AGREEMENT

This CONTRACT made and entered into this _____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR and **Pemiscot County Port Authority**, hereinafter called the OWNER, WITNESSETH, that the CONTRACTOR and the OWNER for the consideration hereinafter named therefore contract and agree as follows:

1. Scope of Work:

The CONTRACTOR shall furnish all labor, equipment, and machinery and perform all of the work necessary to complete the specified, **Pre-Engineered Metal Building Erection & Foundation** dated **October 2023** all as shown in these bid documents and in accordance with the terms of the Contract Documents.

2. Time of Completion and Liquidated Damages:

The work as shown on the Plans and described in the Specifications shall be substantially completed as defined in Article 15 of the EJCDC General Conditions, within one-hundred twenty (120) consecutive calendar days after the "Notice to Proceed" date; reasonable adjustments to the contract competition time will be made for delays due to unsuitable weather conditions. The Contractor agrees to pay as liquidated damages the OWNER a sum of **\$500** for each consecutive calendar day thereafter for each day that expires after the specified time until the work is substantially complete.

3. Contract Sum:

The OWNER shall pay the CONTRACTOR for the performance of the Contract the sum of

_____ DOLLARS
_____ CENTS (\$ _____)

4. Progress Payment: Retainage:

The OWNER shall make progress payments on the amount or percentage of Work completed to date, as requested on the basis of CONTRACTOR's Applications for Payment and in accordance with Article 15 of the General Conditions.

There shall be retained from the amount so determined, for the first 50% of the total Work, a sum of 10% until issuance of Substantial Completion. After 50% or more of the Work, the Owner may at his/her discretion reduce the retainage to 5% of the amount of Work completed. Upon issuance of Substantial Completion, the retainage shall be reduced to an amount equal to a maximum of 5% of the Work completed.

5. Acceptance and Final Payment:

Final Payment shall be due thirty (30) days after completion and acceptance of the work, provided the contract be then fully performed, subject to the provisions of Article 15 of the General Conditions.

6. Contract Documents:

Contract Documents are as noted in the General Conditions.

In Witness Whereof, the parties hereto execute this Contract this _____
day of _____ A.D., 20_____.

(If an individual, partnership, or non-incorporated organization)

Signature of Contractor _____
By _____
Title _____
Address _____

Names and Addresses of Members of the Firm _____

(If a Corporation)

Signature of Contractor _____
By _____
Title _____
Business Address _____

Incorporated under the laws of the State of _____

President _____
Name Address

Secretary _____
Name Address

Treasurer _____
Name Address

OWNER:

By _____ (SEAL)
Name Title

ATTEST:

By _____ (Clerk or Notary Public)

END OF SECTION 005200