

Southern A&E, LLC
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Project Name: HVAC & Lighting Replacement to: Stone Creek Elementary School
Project Number: 01-920-016
Client: Walker County School District
City/State: Lafayette, Georgia 30728

Clarification Date: October 10, 2022
Bid Date: October 11, 2022

TO REGISTERED HOLDERS OF BID DOCUMENTS

**INFORMATION CONTAINED IN THIS CLARIFICATION SUPERSEDES PREVIOUS
INFORMATION CONTAINED IN BID DOCUMENTS**

CHANGES TO SPECIFICATIONS:

1. General Contractor Compensation and Fee Proposal
 - a. Replace General Contractor Compensation and Fee Proposal form in its entirety with revised attached General Contractor and Fee Compensation Proposal form. Add alternate #3 has been added to the form for EIFS patch and repair as called for on drawings A102, A103, and A104.
2. Section 01 23 00 – Alternates
 - a. Replace section in its entirety with revised attached section.
 - b. Add Alternate No. 3 has been included to coordinate with alternate called for on drawings A102, A103, and A104.

CHANGES TO DRAWINGS:

1. DRAWINGS A102, A103, A104
 - a) Under “Notes to Contractor” change Alternate #2 to Alternate #3 for repair of existing EIFS. Per alternate Spec and Compensation Proposal Form, alternate #2 is Trane HVAC equipment.

ATTACHMENTS:

Specifications: General Contractor Compensation and Fee Proposal Form
Section 01 23 00 – Alternates

END OF CLARIFICATION 1
01-920-016

General Contractor Compensation & Fee Proposal

Project Name: **Stone Creek Elementary HVAC & Lighting Replacement**
Walker County Board of Education

Walker County Board of Education
201 S Duke Street
LaFayette, Georgia 30728
Attn: Chris Jones

In compliance with your Advertisement for Sealed Proposals and the Request for Proposal, the undersigned General Contractor,

_____,
[legal name of General Contractor]

[address of General Contractor]

_____,
[telephone number of General Contractor]

having carefully examined the proposed form of Contract for General Contractor Services (the "Agreement") and the Owner's standard forms and other documents included or referenced in the Request for Proposals, any Addenda thereto, and the Agreement for the Project, proposes and agrees, if this proposal is accepted, to enter into the Agreement with the Owner and to perform the General Contractor Services including all services, supervision, labor, equipment and material in conformance with the Contract Documents, in the time stated therein, for the compensation and fees set forth below, and submits the following proposed compensation and fees and other matters set forth below:

a. General Contractor's proposed compensation amount to insert in Article 6.1 of the Agreement is _____ (\$_____).

b. The Undersigned proposes that should the following Alternates be accepted and incorporated into the Contract, the Base Proposed Compensation Amount will be amended as follows:

Alternate #1: Replacement of Existing 2'x 4' Ceiling Tile & Grids to New 2'x 2' Ceiling Tile & Grids
Add Dollars (\$_____).

Alternate #2: Trane HVAC Equipment
Add Dollars (\$_____).

Alternate #3: EIFS Repairs
Add Dollars (\$_____).

c. The undersigned General Contractor hereby acknowledges receipt of the following Addenda:

[insert the number and date of each Addendum; if none, insert "None"]

The General Contractor understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities and informalities.

The General Contractor agrees that this Proposal may not be withdrawn for a period of sixty (60) calendar days after the date and time fixed for receiving said Proposals.

The undersigned General Contractor agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within sixty (60) calendar days after the date and time fixed for receiving said Proposals, the undersigned General Contractor will execute, within three (3) business days of the date of the notice, the Agreement for the Construction Management at Risk Services in accordance with the Request for Proposal for the compensation and fees stated above, and will when necessary furnish and deliver to the Owner, at the General Contractor's expense, a satisfactory Performance Bond and Payment Bond, both on the exact forms provided by the Owner in the Proposal Documents and each in an amount equal to one hundred percent (100%) of the Proposal Price, and affixed to each a certified and current power of attorney of the attorney-in-fact who executes the Performance Bond and the Payment Bond on behalf of the surety, and each issued by a surety satisfactory to the Owner and licensed to do business in Georgia as approved by the State Insurance Commissioner's Office.

The undersigned General Contractor agrees to commence Work, as required by the Agreement, upon its receipt of a written Notice-to-Proceed from the Owner.

By submission of the Proposal, General Contractor represents and warrants that:

- (a) General Contractor has read and understands the Proposal Documents and this Proposal is made in accordance therewith;
- (b) General Contractor has read and understands the bidding or proposal documents or contract documents for other portions of the Project, if any, being bid or offered concurrently or presently under construction, to the extent that such documentation

CLARIFICATION #1

GC Compensation and Fee Proposal
Walker County Board of Education
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- relates to the General Contractor Services for which this Proposal is submitted;
- (c) this Proposal is based upon furnishing all of the General Contractor Services, including services, supervision, labor, materials, equipment, systems, warranties and other things required by the Proposal Documents; and,
 - (d) all facts stated in this Proposal are true and correct.

By submission of this Proposal, the General Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other General Contractor or with any competitor. The General Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. If successful in its Proposal, the General Contractor will timely submit to the Owner the Offeror's and Individuals' Affidavit of Noncollusion and the Subcontractor's Affidavit of Noncollusion in the form, manner and number, required by the Request for Proposals and applicable laws. The General Contractor agrees to abide by all conditions of the Request for Proposal.

Respectfully submitted,

[typed name of General Contractor]

By: _____ [seal]
[signature]

[typed name and title]

[address of General Contractor]

(_____)_____
[business telephone number]

[date of execution]

[If the *General Contractor* is a joint venture, utilize the following page of this proposal form for signatures.]

By submission of this Proposal, the General Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other General Contractor or with any competitor. The General Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. If successful in its Proposal, the General Contractor will timely submit to the Owner the Offeror's and Individuals' Affidavit of Noncollusion and the Subcontractor's Affidavit of Noncollusion in the form, manner and number, required by the Request for Proposals and applicable laws. The General Contractor agrees to abide by all conditions of the Request for Proposal.

Respectfully submitted _____,
[typed name of Joint Venture]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(_____) _____
[business telephone number]

[date of execution]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(_____) _____
[business telephone number]

[date of execution]

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether it is indicated as part of alternate or not.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. **Alternate No. 1: Replacement of Existing 2'x 4' Ceiling Tiles and Grids with New 2'x2' Ceiling Tiles and Grids:**
 - 1. Provide all labor and material required to Replace Existing 2'x 4' Ceiling Tile and Grids with New 2'x2' Ceiling Tiles and Grids as indicated on Reflected Ceiling Plans. Contractor to remove existing 2'x 4' Ceiling Tile and Grids. Add new 2'x2' Ceiling Tile and Ceiling Grid System as specified in Specs. Section 09 51 13- Acoustical Panel Ceilings.
- B. **Alternate No. 2: Trane HVAC Equipment:**
 - 1. Provide all labor and materials to install "Trane" units in lieu of all other manufacturers specified in section 23 74 13 "Packaged, Outdoor, Central-Station Air-Handling Units" and 23 81 26 "Split-System Air-Conditioners."
- C. **Alternate No. 3: EIFS Repair:**
 - 1. Repair existing EIFS where indicated on the contract documents. Contractor shall field verify the extent of repairs and patch and repaint to match the existing construction.

END OF SECTION 01 23 00

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