

ADDENDUM NUMBER 1

DESIGN-BUILD SHAMROCK PARK TIMBER-FRAME PAVILLION & PATH

PROJECT NUMBER: PW-2024-30

08/08/2024

The following changes, modifications, and/or clarifications to the project documents or a part, thereof, and change the original documents only in the manner and to the extent stated.

1. This project does require a Georgia general contractor license for the permit-holder of the timber-frame structure.
2. The design-build team or construction contractor would be responsible for inspections and material testing associated fees will be delineated in the final design-build contract.
3. If soft soil conditions are encountered or rock-removal is required, the Town will request a quote for such work to be performed along with a notation of what percentage of the contingency budget it will require. Terms regarding rock removal or soft soils will be covered in the design-build contract likely through the establishment of per unit prices for this work.
4. The intention is to start the project as soon as possible after contract execution to stay on schedule for final project completion listed on page 5 of the RFP Manual.
5. The total Town budget for this project is \$700,000
6. Force Majeure clauses will be established in the adopted design-build contract between the Town and the selected Design-Build Team.
7. Working hours for this project will be 7:00am - 9:00pm Monday - Saturday. Extenuating circumstances necessitating differing hours or work on Sunday can be requested. Such terms will be outlined in the design-build contract.
8. This RFP does not outline specific safety border requirements. The establishment of a secure border to prevent the general public and children from entering the site is expected. The use of chain link fencing, signage, and/or barricades would all be permissible in accord with IBC and/or OSHA standards.
9. Vehicular control is not anticipated except in the circumstance of large load deliveries that may require traffic control. Pedestrian control is anticipated for park-goers walking the trail. The design-build team and/or contractor would be responsible for this.
10. Exact staging areas and construction personnel parking will be identified in the design-build contract upon consultation with the design-build team and/or contractor. Vacant town-owned land exists adjacent to the park and is anticipated to serve this need.

11. There is no underground irrigation system in this area that the Town is aware of.
12. It is the responsibility of the design-build team and/or contractor to coordinate utility locates with a private locator including irrigation systems.
13. Town activity around the site involving machinery would constitute weekly lawncare mowing. Events in the park are held on the first Friday of every month April-September starting at 5:00pm. There are also monthly events October - December with dates to be determined.
14. There has been no geotechnical or sub-surface report generated for this project. The DB Team and/or contractor will be responsible for obtaining this information.
15. The link for Town Plans, Shamrock Park Master Plan, and other attachment D examples is located here: <https://www.tyronega.gov/community-development/planning-zoning>
16. The pavilion is intended to be used as a bandstand/stage for musical performances and entertainment shows associated with local events. When not in use for performances, the pavilion is intended to serve as a passive park feature whereby park-goers can sit, relax, or picnic under the structure. The Town also envisions potential rental for private events such as parties or weddings.
17. Capacity requirements for audio, lighting, and WiFi bandwidth have not been identified at this stage and are intended to be ascertained during the design process.
18. A preferred roof type has not been identified at this stage and is anticipated to be selected as a part of the design process.
19. The construction site is not to be accessed by the general public at any time during construction. The site is accessible to construction administrators and authorized personnel at any time during working hours. If access is necessitated outside of working hours, it is intended that the design-build contract would cover such terms.
20. This site has been surveyed and will be made available as part of this addendum. Any supplemental surveying necessary for the completion of the project will be the responsibility of the design-build team or contractor.
21. The bid bond is required for this proposal and has been included as an attachment in this addendum.
22. Performance and maintenance bonds will be required for this project.

END OF ADDENDUM 1

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: that we, the undersigned as Principal, and as Surety, are hereby held and firmly bound unto Town of Tyrone, Georgia as OWNER in the penal sum of 5% for the payment of which, well and truly to be made, we hereby jointly severally bind ourselves, successors and assigns.

Signed, this day of _____, 20 ____ . The condition of the above obligation is such that whereas the Principal has submitted to Town of Tyrone, Georgia a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for:

DESIGN -BUILD SHAMROCK PARK TIMBER FRAME PAVILION AND PATH

for the TOWN OF TYRONE, GEORGIA - PROJECT NUMBER: PW-2024-30

NOW, THEREFORE,

A. If said BID shall be rejected, or

B. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor 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 the obligations of said Surety and its BOND shall be in no way impaired or affected by any extensions 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.

Principal L . S .

Surety

By: _____
(Address)

(Surety)

(Address)

(Address)

(Address)

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended), be authorized to transact business, and have a registered agent in the state where project is located.