

**City of Hammond
THE PAVILION**

ADDENDUM NO. 1
Thursday, August 22, 2024

GENERAL: The following changes, additions or deletions for the above project shall be made to the Contract Documents; all other Conditions shall remain the same. Note: the additions, deletions or changes listed in this Addendum may affect more than the specific instance(s) mentioned. Coordination may be necessary to fully revise cases of duplicate information. The Addendum supersedes current conditions shown. Acknowledge receipt of this Addendum by inserting its number and date in the Form of Proposal'. This addendum forms a part of the Contract Documents and modifies them as follows:

CLARIFICATIONS AND SPECIFICATION INFORMATION:

- A1.1 Remove the Home Mortgage Authority as owner on the Project Info, Sheet G-001 and replace with the owner as THE CITY OF HAMMOND.
- A1.2 The asphalt thickness of 6 inches called out on structural is accurate only on top of grade beams. The asphalt thickness adjacent to grade beams and wherever patching is required shall be 3 inches over 6 inches of compacted #610 limestone base.
- A1.3 All grades indicated on asphalt surface are existing except for the NW corner where existing driveway will be removed and re-graded.
- A1.4 All Brick Piers shall be capped with Row Lock brick.
- A1.5 New Brick selection for bid is 'Apple Creek' from Glen-Gery. Size is standard 3 1/2" x 2 1/2" x 7 1/2". Contact Lex Cairns for price. 985-966-1940.
- A1.6 Paint all sides of "Horse Panel" with high performance paint coat to match exposed steel.
- A1.7 The entire parking lot to include an asphalt sealant topcoat in lieu of resurfacing.
- A1.8 The new bid date is scheduled at 2:00 pm on Friday, September 6, 2024.

CONTRACT FORMS:

- A1.9 ALLOWANCES:
 - 1. Add an allowance of \$2,000 for Testing.
 - 2. Add an allowance of \$5,000 for unforeseen conditions.
- A1.10 BID BOND:

Bid Bond added to the project manual to be used for Bid.
- A1.11 Revised Agreement deleting "MAYOR AND CITY COUNCIL OF THE" and now reads "CITY OF HAMMOND".

ATTACHMENTS: PRE-BID AGENDA, PRE-BID SIGN IN SHEET, BID BOND, AGREEMENT

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, partnership, limited liability company, or individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held firmly bound unto the

CITY OF HAMMOND, LOUISIANA
P. O. BOX 2788, HAMMOND, LOUISIANA 70404

hereinafter called OWNER, in the penal sum of _____

_____ **DOLLARS (\$.00)**

in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Signed this _____ day of _____, 2024.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL has
submitted to the CITY OF HAMMOND, LOUISIANA, a certain BID, attached hereto and
hereby made a part hereof to enter a contract in writing for the construction of

The Pavilion
for the **City of Hammond, Louisiana**

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 or "Agreement" attached hereto [properly completed in accordance with said BID], and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or 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 obligation of said SURETY and its BOND shall be in no way impaired or affected by any extension 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: _____

IMPORTANT—Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Louisiana.

NOTICE OF AWARD

Construction of : **The Pavilion**
 For the City of Hammond, Louisiana

To: _____

The Owner represented by the undersigned has considered the Proposal submitted by you for the above described work in response to its Notice and Instructions to Bidders dated _____.

It appears that it is to the best interest of said Owner to accept your Proposal in the amount of _____

And you are hereby notified that your proposal has been accepted for the Base Bid.

You are required by the Notice and Instructions to Bidders to execute the formal Agreement with the undersigned Owner and to furnish the required Performance and Payment Bonds, Certificates of Insurance, and NonCollusion Affidavit as required by the Specifications within ten (10) days from the date of delivery of this Notice to you.

If you fail to execute said contract and to furnish said documents within ten (10) days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to readvertise the work or otherwise dispose thereof as the Owner may see fit.

You are required to return an acknowledged copy of this Notice to the Owner and the Engineer.

Dated this ____ day of _____.

ACCEPTANCE OF NOTICE

OWNER: **CITY OF HAMMOND, LA.**

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____

BY: _____
Pete Panepinto, MAYOR

BY: _____
NAME: _____
TITLE: _____

AGREEMENT

THIS AGREEMENT, made this Day _____ Date _____, by and between

THE CITY OF HAMMOND, Louisiana,

hereinafter called "**OWNER**", and

_____, hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of

The Pavilion

for the **City of Hammond, Louisiana.**

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within **two hundred and forty (240) consecutive calendar days**, unless the period for completion is extended otherwise by the OWNER.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

_____ as shown on the BID PROPOSAL for Base Bid

5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) NOTICE TO BIDDERS
 - (B) Information for BIDDERS
 - (C) Addendum No. dated.
 - (D) Addendum No. dated
 - (E) BID PROPOSAL
 - (F) BID BOND
 - (G) Agreement
 - (H) Certificate of Insurance
 - (I) Performance BOND
 - (J) Payment BOND
 - (K) General Conditions
 - (L) Special Conditions

- (M) TECHNICAL SPECIFICATIONS
- (N) NOTICE OF AWARD
- (O) NOTICE TO PROCEED
- (P) CHANGE ORDER(s)
- (Q) CONSTRUCTION PLANS AND SPECIFICATIONS prepared or issued by
Pistorius Associates, LLC, dated _____.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate, each of which shall be deemed an original on the date first above written.

OWNER: CITY OF HAMMOND, LOUISIANA

BY: _____

NAME: Pete Panepinto

TITLE: Mayor

(SEAL)

ATTEST:

NAME:

TITLE:

CONTRACTOR: _____

BY: _____

NAME: _____

TITLE: _____

(SEAL)

ADDRESS: _____

ATTEST:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

-

(Name of Contractor)

-

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, limited liability company, partnership, or individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held firmly bound unto the

CITY OF HAMMOND, LOUISIANA
P. O. BOX 2788, HAMMOND, LOUISIANA 70404

hereinafter called OWNER, in the penal sum of

in lawful money of the United States, for the payment of which
sum

well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into
a certain contract with the OWNER, dated the ___ day of _____, a copy of which hereto
attached and made a part hereof for the construction of:

The Pavilion
for the **City of Hammond, Louisiana**

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform its duties, all
the undertakings, covenants, terms, conditions, and agreements of said contract during the
original term thereof, and any extensions thereof which may be granted by the OWNER, with or
without written notice to the SURETY and during the one (1) year guaranty period, and if he
shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and
save harmless to the OWNER from all costs and damages which it may suffer by reason of
failure to do so, and shall reimburse and repay to the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to
remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the ____ day of _____.

ATTEST:

Principal

Principal Secretary

By: _____

(SEAL)

Witness as to Principal

Address

Address

ATTEST:

Surety

Surety Secretary

(SEAL)

Witness as to Surety

BY: _____

Address

Attorney in fact

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners shall execute BOND.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, limited liability company, partnership, or individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held firmly bound unto the

CITY OF HAMMOND, LOUISIANA
P. O. BOX 2788, HAMMOND, LOUISIANA 70404

hereinafter called OWNER, in the penal sum of

_____ in lawful money of the United States, for the payment of which
sum

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firmly by these presents.

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a certain contract with the OWNER, dated the ___ day of _____, a copy of which hereto
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for the City of Hammond, Louisiana

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the undertakings, covenants, terms, conditions, and agreements of said contract during the
original term thereof, and any extensions thereof which may be granted by the OWNER, with or
without written notice to the SURETY and during the one (1) year guaranty period, and if he
shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and
save harmless to the OWNER from all costs and damages which it may suffer by reason of
failure to do so, and shall reimburse and repay to the OWNER all outlay and expense which the

OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST:

Principal Secretary

(SEAL)

Witness as to Principal

Address

ATTEST:

Surety Secretary

(SEAL)

Witness as to Surety

Address

Principal

By: _____

Address

Surety

BY: _____

Attorneyinfact

Address

NOTICE TO PROCEED

Project: **The Pavilion
for the City of Hammond, Louisiana**

Date: _____

To: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within

two hundred forty (240) consecutive calendar days

thereafter. The date of completion of all work is therefore _____.

OWNER: **CITY OF HAMMOND, LA**

By: _____
Pete Panepinto, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by

this the ____ day of _____.

BY: _____

NAME: _____

TITLE: _____

NOTICE BY OWNER OF ACCEPTANCE OF WORK

TO WHOM IT MAY CONCERN: and especially all subcontractors, workmen, laborers, mechanics, and furnishers of materials.

Public notice is hereby given, according to law that the undersigned Owner has accepted the work done by _____ Contractor, under his contract with him of _____, and recorded in MOB _____, Page _____, of the Mortgage Records of the Parish of Tangipahoa.

All subcontractors, workmen, laborers, mechanics, and furnishers of materials must assert whatever claims they may have against the said contractor, growing out of execution of said contract, according to law, within fortyfive (45) days from the registration hereof.

DATE: _____

PROJECT: **The Pavilion**
for the City of Hammond, Louisiana

OWNER: **CITY OF HAMMOND, LOUISIANA**

BY: _____
Pete Panepinto, MAYOR