ADDENDUM NO. 1

Wednesday, April 07, 2021

OWNER: Alabama A&M University

PROJECT: Agricultural Research Station DCS Project No. 200929

TO: ALL PLAN HOLDERS

Specifications and drawings for the above reference project are hereby amended or clarified as set out below. This addendum forms a part of the Contract Documents dated March 25, 2021. <u>Acknowledge receipt of this Addendum in the space</u> provided on the Proposal Form. Failure to do so may subject Bidder to disgualification.

GENERAL

1. BID OPENING DATE AND TIME

The bid opening date and time has been changed to 2:00 P.M CST on Thursday, April 22, 2021.

2. PROJECT CAD FILE

The CAD file for the project is being made available to all bidders. Please complete the attached "Agreement for Electronic Files Transfer" and return to Dynamic Civil Solutions by email (mokukoyi@dcseng.com) or fax (205) 358-7258. Upon receipt of the signed agreement, Dynamic Civil Solutions will make the electronic file available.

PROJECT DRAWINGS

1. C3.6 – SITE LAYOUT, GRADING, DRAINAGE AND EROSION CONTROL PLAN

Replace this sheet with the sheet bearing a revision date of 4/7/2021 (Revised Sheet C3.6 attached).

2. C4.0 – PROJECT DETAILS

Replace this sheet with the sheet bearing a revision date of 4/7/2021 (Revised Sheet C4.0 attached).

PROJECT MANUAL

1. COVER SHEET

Change Issue Date to "March 25,2021".

RESPONSE TO QUESTIONS AND CLARIFICATIONS

1. *Question:* Most of the existing roads look fine. do I need to plan on stripping off the gravel and go back with fabric and gravel?

Response: Yes

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Attachments

- Pre-Bid Agenda (3 pages)
 Pre-Bid Conference Sign-In Sheet (1 page)
 Agreement for Electronic File Transfer (2 pages)
 C3.6 Site Layout, Grading, Drainage and Erosion Control Plan (Revised 4/7/21)
 C4.0 Project Details (Revised 4/7/21)

ALABAMA A&M UNIVERSITY

Agricultural Research Station

Project #: 200929

PRE-BID CONFERENCE AGENDA

Wednesday, March 31, 2021 @ 11:00 AM

GENERAL

 <u>Bid Date / Time / Location</u>: Wednesday, April 7, 2021 until 2 PM CST Alabama A&M University Department of Purchasing Room 305 Patton Hall 4900 Meridian Street Normal, Alabama 35762

- 2. <u>Introduction of Attendees</u>:
 - Alabama A&M University (AAMU) Owner
 - Consultant's Team and Responsibility
 - Others
- 3. <u>Eligibility</u>:
 - As per Contract Documents / Prequalification.
 - Licensed General Contractor in the State of Alabama.
 - General Contractor's License (Put license number on outside of Bid Proposal envelope).
- 4. <u>Bid Preparation / Bid Guaranty / Delivery of Bids</u>:
 - As per Contract Documents.
 - Use enclosed Proposal Form
 - No alterations shall be made to bid proposal unless modified by Addendum.
 - Bid Guaranty in the form of Bid Bond or Cashier's Check; <u>5%</u> of bid amount, not to exceed <u>\$10,000</u>.
 - Must use supplied forms for Bid Bonds.
 - Bid Bond must be executed by a Surety Company duly authorized and qualified to make such bonds in the State of Alabama, payable to Alabama A&M University.
 - Cashier's check, if used, must be drawn on an Alabama bank.
 - Bids to be delivered to Alabama A&M University Department of Purchasing if hand delivered.
 - Contractor's responsibility to make sure Bid is received.
 - Return Proposal Form (DCM Form C-3), Accounting of Sales Tax (DCM Form C-3A) and Bid Bond (DCM Form C-4) with bid submittal.
- 5. <u>Performance and Payment Bonds</u>:
 - As per Contract Documents.
- 6. Sales Tax Savings:
 - As per Instructions to Bidders.
 - Sales tax should be EXCLUDED from the bid amount.
 - Bidders must submit DCM Form C-3A showing estimated sales tax along with Proposal Form.
 - The successful bidder will need to submit Application for Sales Tax Exemption to the State.



7. <u>Addenda</u>:

- Minutes of Pre-Bid and any pertinent discussed items shall be issued as Addendum following pre-bid conference.
- Any further addenda necessary after Pre-Bid will be issued to all.

8. <u>Contract Time</u>:

- Construction duration for this project is <u>Sixty (60)</u> calendar days.
- 9. Liquidated Damages:
 - Construction Liquidated damages shall be assessed in the amount of <u>Five Hundred DOLLARS</u> <u>\$500.00</u> per day for each calendar day project completion extends beyond the contractual completion date per the General Conditions of the Contract.
- 10. Project NTP/Mobilization:
 - Successful Bidder should be capable of obtaining insurance certificates and executing contract documents within five (5) calendar days after the contract has been presented to the contractor for signature.
 - Contractor is expected to mobilize immediately following NTP issuance.
- 11. Construction Staking:
 - All construction staking shall be the Contractor's responsibility.

12. Material Testing:

- Owner may engage a qualified independent geotechnical engineering testing agency to perform field quality control testing.
- Coordination of testing shall be the Contractor's responsibility.
- 13. Project Coordination / Communication:
 - All correspondence between Owner / Contractor / Consultant shall come through the Consultant from Contractor to the Owner.

14. <u>Safety</u>:

- The Contractor shall be responsible for all project safety. Neither the Consultant nor the Owner will be responsible for the Contractor's safety precautions, means, methods, techniques, sequences, or procedures. Contractor's personnel responsible for safety shall be OSHA certified.
- Safety fencing (as a minimum "orange construction fencing") for project, including equipment and storage areas, part of contractors means, methods, techniques, sequences, procedures; cost of any type fencing, barricades, etc. necessary shall be incidental to project.
- 15. Storm Water and Erosion Control:
 - As per Project Specifications Section <u>31 25 00</u>.
 - The Contractor shall prepare, pay for, and acquire an Alabama Department of Environmental Management NPDES permit for this project. The Contractor shall be bound by all requirements of the NPDES Permit and shall be responsible for any fines or penalties, which may be assessed as a result of failure to comply. Contractor shall provide Consultant with evidence of permit prior to beginning any work on project.
 - All required monitoring, inspections and reporting shall be the responsibility of the contractor.
- 16. Existing Conditions / Constraints
 - Contractor's responsibility to visit project site and review contract documents before bidding project.



- 17. Parking for Contractors and their Subs and workers
 - N/A
- 18. Traffic Control:

N/A

- 19. Minority and Women-Owned Participation
 - As per Appendix A Owner's Supplementary Instructions to Bidders DBE/Minority

20. Job Sign:

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• As per DCM Form C-15 – A project sign will not be required.

21. Meetings:

- <u>Safety Meetings</u> As per project manual. Contractor will be required to document minutes of each meeting and turn in with each month's pay request. Contractor shall be responsible for coordination, content, scheduling, etc. of safety meetings with his employees. Pay Request cannot be processed without current safety meeting notes.
- <u>QA/QC</u> Field Coordinator must review/approve before signing off on Pay Applications.
- <u>Owner / Consultant / Contractor (OAC)</u> progress meeting to be held per project requirements.
- <u>Other</u> per project as required

PROJECT SPECIFIC REQUIREMENT

- 22. Culvert Design:
 - Contractor shall perform all field tests (including verifying soil bearing capacity) necessary to finalize the design of culvert, concrete footings and headwalls. Submit shop drawings, including plans, elevations, sections and details for culvert, footings and headwalls. Shop drawings shall be signed and stamped by a Civil/Structural Engineer registered in the State of Alabama.
- 23. <u>Allowances</u>:
 - None
- 24. Alternates:
 - None
- 25. Hazardous Materials:
 - None
- 26. <u>Other:</u>

OWNER COMMENTS

QUESTIONS / COMMENTS. Requirement to discuss any conflict between the plans and specifications and /or the project requirements/site conditions with the Engineer prior to the bid. All questions must be in writing and addressed to the Engineer no later than 12 p.m. CST two (2) business days prior to bid opening.

PROJECT TOUR (OPTIONAL)

PRE-BID CONFERENCE SIGN-IN SHEET

Project:	Agricultural Research Station	Meeting Date:	03/31/2021 - 11:00 A.M.
Project No:	DCS # 200929 (DCM # 2021221)	Purpose:	Pre-Bid Conference
Facilitator:	Bolaji Kukoyi, Dynamic Civil Solutions (DCS)	Place/Room:	AG Building at the Agricultural Research Station

Name	Company	Phone	E-Mail
Bolaji Kukoyi	DCS	(205) 358-7256	mokukoyi@dcseng.com
Racquel Ellis	DCS	(205) 358-7256	rellis@dcseng.com
Vindetta Medlock V/W	AAMU	2 <i>s6</i> (205) 3 72-8419	vindetta.medlock@aamu.edu
Jerry H. Latham	AAMU	z.s.G (205) 372-4871	jerry.latham1@aamu.edu
Connur Tipton	Wiregrass	256-221-1234	Chipton & Wileyrass construction. Con
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AGREEMENT FOR ELECTRONIC FILES TRANSFER AND LIMITED USE

Between the Civil Engineer, Dynamic Civil Solutions and
for transfer of computer aided drafting CAD files in electronic media which are instruments of service owned by Dynamic Civil
Solutions for the following project(s):

Said files are transferred by Dynamic Civil Solutions to _______ for reference purposes only and are not to be reproduced as printed material or as electronic media for any other purpose. The Civil Engineer will provide the following CAD files, as needed, for the convenience of ______.

TERMS AND CONDITIONS

- 1. Dynamic Civil Solutions makes no representation as to the compatibility of the CAD files with any hardware or software.
- Since the information set forth on the CAD files can be modified unintentionally, or otherwise, the company name and logo or any other information regarding Dynamic Civil Solutions is to be removed so all indication of its ownership and/or involvement is eliminated from each electronic display, or printed version of the plans.
- 3. All information on the CAD files is considered instruments of service of Dynamic Civil Solutions and shall not be used for other projects, for additions to this project, or completion of this project by others. CAD files shall remain the property of Dynamic Civil Solutions and in no case shall the transfer of these files be considered a sale.
- 4. Dynamic Civil Solutions make no representation regarding the accuracy, completeness, or permanence of CAD files, or for their merchantability or fitness for a particular purpose. Addenda information or revisions made after the date indicated on the CAD files may <u>not</u> have been incorporated. In the event of a conflict between Dynamic Civil Solutions' sealed contract drawings and CAD files, the sealed contract drawings shall govern. It is the <u>Recipient's</u> responsibility to determine if any conflicts exist. The CAD files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.
- 5. The use of CAD files prepared by Dynamic Civil Solutions shall not in any way obviate the <u>Recipient's</u> responsibility for the proper checking and coordination of dimensions, details, member sizes and gage quantities of materials as required to facilitate complete and accurate fabrication and erection. This document should not be assumed to be the existing conditions and Dynamic Civil Solutions shall not be held responsible for any errors that may or may not occur from use of the drawings.
- 6. <u>Recipient</u> shall to the fullest extent permitted by law, indemnify, defend and hold harmless Dynamic Civil Solutions and its sub-consultants from all claims, damages, losses, expenses, penalties and liabilities of any kind including



attorney's fees, arising out of or resulting from the use of the CAD files by <u>Recipient</u> or by any third party receiving the CAD files from <u>Recipient</u>.

- Dynamic Civil Solutions believes that no licensing or copyright fees are due to others on account of the transfer of the CAD files, but to the extent any are, <u>Recipient</u> will pay the appropriate fees and hold Dynamic Civil Solutions harmless form such claims.
- 8. If e-mail transmittal is not possible due to file size the cost of shipping will be the sole responsibility of Recipient.
- 9. Upon receipt of this signed agreement, Dynamic Civil Solutions will make the drawing files available.
- 10. This agreement shall be governed by the laws of the principle place of business of Dynamic Civil Solutions.

Dynamic Civil Solutions

By: Bolaji Kukoyi

Date:

AUTHORIZED ACCEPTANCE

Signed: ______

By/Company/Title_____

Date:







