

SECTION 00 91 12

ADDENDUM NUMBER 3

PARTICULARS

- 1.01 DATE: DECEMBER 3, 2020**
- 1.02 PROJECT: ELMORE SPORTS MEDICINE RENOVATIONS**
- 1.03 PROJECT NUMBER: DCM NO. 2020452**
- 1.04 OWNER: ALABAMA A&M UNIVERSITY**
- 1.05 ARCHITECT: NOLA | VAN PEURSEM ARCHITECTS, PC**

TO PROSPECTIVE BIDDERS

- 2.01 THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE BIDDING DOCUMENTS DATED SEPTEMBER 3, 2020, WITH AMENDMENTS AND ADDITIONS NOTED BELOW.**
- 2.02 ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED IN THE PROPOSAL FORM. FAILURE TO DO SO MAY DISQUALIFY THE BIDDER.**
- 2.03 THIS ADDENDUM CONSISTS OF 14 PAGES.**

CHANGES TO THE PROJECT MANUAL

3.01 GENERAL CLARIFICATIONS:

- A. PSCA funds will be used on this project. We will issue the PSCA number before the day of the bid opening.
- B. HVAC Controls will be by allowance that will be issued by a future addendum.

3.02 SECTION 00 50 00-CONSTRUCTION DOCUMENTS AND FORMS:

- A. Paragraph 1.01.A – Change paragraph to read as follows, “Construction Contract – DCM Form 9-A, revised November 2020; PSCA Version of DCM Form C-5.” See attached revised form.
- B. Paragraph 1.01.C – Change paragraph to read as follows, “Performance Bond – DCM Form 9-B, revised August 2020; PSCA Version of DCM Form C-6.” See attached revised form.
- C. Paragraph 1.01.D – Change paragraph to read as follows, “Payment Bond – DCM Form 9-C, revised August 2020; PSCA Version of DCM Form C-7.” See attached revised form.
- D. Paragraph 1.01.K – Change paragraph to read as follows, “Contract Change Order – DCM Form 9-J, revised November 2020; PSCA Version of DCM Form C-12.” See attached revised form.

- E. Add Paragraph 1.01.P to read as follows and see attached form:
 - P. Detail of Plaque (PSCA) – DCM Form 9-M / C-16, Revised January 2020.

3.03 SECTION 01 10 00-SUMMARY:

- A. Paragraph 1.03.A – Change paragraph to read as follows, “A pre-bid conference shall be held at the project site on Monday, December 7, 2020 at 10:00 A.M. CST. Attendance is highly recommended for all General Contractors intending to submit a proposal and Major Subcontractors.”

3.04 SECTION 10 14 20 – LETTERS AND PLAQUES:

- A. Add this section in its entirety.

CHANGES TO THE DRAWINGS

4.01 SHEET A-5.1 – DOOR SCHEDULE & DETAILS:

- A. 5/A-5.1 Door & Directional Sign Details: Change Signage Note Number 1 to read as follows, “All office doors to receive a type “B” sign with a minimum of 4 characters. Verify final numbering all signs to comply with 2010 ADA.”

4.02 SHEET M-3 – MECHANICAL PIPING PLAN:

- A. The Sequence of Operations mechanical controls, paragraph 8 states "Controls shall be Honeywell or equals by Johnson or Automated Logic." remove this statement. An allowance for controls with a complete scope will be provided in a future addendum.

END OF ADDENDUM NUMBER 3

(1) **DCM (BC) Project #** _____ (required)

PSCA Project # _____ (required)

Do not staple this form and/or attachments; use clips. Print single-sided; do not submit double-side printed documents.

CONSTRUCTION CONTRACT

- (2) This Construction Contract is entered into this _____ day of _____ in the year of _____
- (3) between the **OWNERS, the ALABAMA PUBLIC SCHOOL AND COLLEGE AUTHORITY** and **LOCAL OWNER**,
Entity Name:
Address:
Email & Phone #:
- (4) and the **CONTRACTOR**,
Company Name:
Address:
Email & Phone #:
- (5) for the **WORK** of the Project, identified as:
- (6) The **CONTRACT DOCUMENTS** are dated _____ and have been amended by _____
- (7) **ADDENDA**
- (8) The **ARCHITECT** is
Firm Name:
Address:
Email & Phone #:
- (9) The **CONTRACT SUM** is
Dollars (\$) _____) and is the sum of the Contractor's Base Bid for the Work and the following
- (10) **BID ALTERNATE PRICES:**
- (11) The **CONTRACT TIME** is _____ () calendar days.

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS: The Contract Documents, as defined in the General Conditions of the Contract (DCM Form C-8), are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated damages) as provided in the Contract Documents. The Work shall commence on a date to be specified in a Notice to Proceed issued by the Owner or the Director, Alabama Division of Construction Management, and shall then be substantially completed within the Contract Time.

- (12) **LIQUIDATED DAMAGES** for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be equal to six percent interest per annum on the total Contract Sum unless a dollar amount is stipulated in the following space, in which case liquidated damages shall be determined at _____ dollars (\$) _____ per calendar day.

Numbers in margin correspond to "Checklist", ABC Form B-7

(13) **SPECIAL PROVISIONS** (such as acceptance or rejection of unit prices. Indicate continuation on an attachment if needed.)

A. SEVERABLE PAYMENTS: The Alabama Public School and College Authority will first pay the Contractor _____ Dollars (\$ _____) from its available funds and the _____ will thereafter pay the Contractor the remaining _____ Dollars (\$ _____) from its available funds.

B.

(14) **STATE GENERAL CONTRACTOR'S LICENSE:** The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No.:

Classification(s):

Bid Limit:

The Owner and Contractor have entered into this Construction Contract as of the date first written above and have executed this Construction Contract in sufficient counterparts to enable each contracting party to have an originally executed Construction Contract each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

The Owner does hereby certify that this Construction Contract was let in accordance with the provisions of Title 39, Code of Alabama 1975, as amended, and all other applicable provisions of law, and that the terms and commitments of this Construction Contract do not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.

(15)

APPROVALS

**ALABAMA DEPARTMENT OF FINANCE,
REAL PROPERTY MANAGEMENT,
DIVISION OF CONSTRUCTION MANAGEMENT
(DCM)**

By _____
Director

REVIEWED BY AND FUNDS AVAILABLE:

PSCA funds are available in the amount stated in
(13) "Special Provisions", Paragraph A.

By _____
Contract Administrator

CONTRACTING PARTIES

Contractor Company

By _____
Signature

Name & Title _____

Local Owner Entity

By _____
Signature

Name & Title _____

**ALABAMA PUBLIC SCHOOL and COLLEGE
AUTHORITY**

By _____ Date: _____
Governor and President of Authority

Review/Signature flow: Architect/Engineer (prepare documents) > Contractor (review and sign) > Architect/Engineer (review) > Local Owner (review and sign) > DCM (review and sign) > Finance-Legal > Governor (review and sign) > DCM (distribute the fully executed Contract to all parties along with a Notice to Proceed).

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

(1) **PERFORMANCE BOND**

SURETY'S BOND NUMBER

Do not staple this form; use clips.

(2) The **PRINCIPAL** (*Company name and address of Contractor as appears in the Construction Contract*)

Name:

Address:

(3) The **SURETY** (*Company name and primary place of business*)

Name:

Address:

(4) The **OWNER: The ALABAMA PUBLIC SCHOOL AND COLLEGE AUTHORITY** and
(*Local Owner entity's name and address, same as appears in the Construction Contract*)

Name:

Address:

(5) The **PENAL SUM** of this Bond (the Contract Sum)

Dollars (\$)).

(6) **DATE** of the Construction Contract :

(7) The **PROJECT:** (*Same as appears in the Construction Contract*)

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above for the performance of the Contract, and Contract Change Orders, in accord with the requirements of the Contract Documents, which are incorporated herein by reference. If the Contractor performs the Contract, and Contract Change Orders, in accordance with the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

3. Whenever the Architect gives the Contractor and the Surety, at their addresses stated above, a written Notice to Cure a condition for which the Contract may be terminated in accordance with the Contract Documents, the Surety may, within the time stated in the notice, cure or provide the Architect with written verification that satisfactory positive action is in process to cure the condition.
4. The Surety's obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the Owner:
 - (a) gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the notice; and
 - (b) gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.
5. In the presence of the conditions described in Paragraph 4, the Surety shall, at its expense:
 - (a) On the effective date of the Notice of Termination, take charge of the Work and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
 - (b) Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the Owner with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract Documents, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the Owner has no reasonable objection.
6. As conditions precedent to taking charge of and completing the Work pursuant to Paragraph 5, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the Owner in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.
7. By accepting this Bond as a condition of executing the Construction Contract, and by taking the actions described in Paragraph 4, the Owner agrees that:
 - (a) the Owner shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and
 - (b) as the Surety completes the Work, or has it completed by a qualified contractor, the Owner shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the Owner from the Contractor under the Construction Contract or from the Contractor or the Surety under this Bond.
8. In the presence of the conditions described in Paragraph 4, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the Owner as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

9. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the Owner for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 5. If the Surety should fail or refuse to take charge of and complete the Work, the Owner shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the Owner, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:
- (a) the cost of completing the Contractor's responsibilities under the Contract, including correction of Defective Work;
 - (b) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
 - (c) interest on, and the cost of obtaining, funds to supplement the unpaid balance of the Contract Sum as may be necessary to cover the foregoing costs;
 - (d) the fair market value of any reductions in the scope of the Work necessitated by insufficiency of the unpaid balance of the Contract Sum and available supplemental funds to cover the foregoing costs; and
 - (f) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the Owner's losses under the Bond.
10. All claims and disputes arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

(8) **SIGNED AND SEALED** this _____ day of _____, _____.

(9 & 10) **SURETY:**

CONTRACTOR as PRINCIPAL:

Surety Company Name

Contractor Company Name

By _____

By _____

Signee's Printed Name and Title

Signee's Printed Name and Title

- (11) **NOTE:** Original power of attorney for the Surety's signatory shall be furnished with each of the original six bond forms to be attached to each of the six contract forms per project.

Do not staple this form; use clips. Purpose: quickly and efficiently scan thousands of documents into DCM's database.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

(1) **PAYMENT BOND**

SURETY'S BOND NUMBER

Do not staple this form; use clips.

- (2) The **PRINCIPAL** (*Company name and address of Contractor as appears in the Construction Contract*)

Name:

Address:

- (3) The **SURETY** (*Company name and primary place of business*)

Name:

Address:

- (4) The **OWNER: The ALABAMA PUBLIC SCHOOL AND COLLEGE AUTHORITY** and
(*Local Owner entity's name and address, same as appears in the Construction Contract*)

Name:

Address:

- (5) The **PENAL SUM** of this Bond (the Contract Sum)

Dollars (\$)).

- (6) **DATE** of the Construction Contract :

- (7) The **PROJECT:** (*Same as appears in the Construction Contract*)

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above to promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract, which is incorporated herein by reference, and any modifications thereof by Contract Change Orders. If the Contractor and its Subcontractors promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders, then this obligation shall be null and void; otherwise to remain and be in full force and effect.
2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

3. Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In the event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney's fee based on the result, together with interest on the claim from the date of the notice.
4. Every person having a right of action on this bond shall, upon written application to the Owner indicating that labor, material, or supplies for the Work have been supplied and that payment has not been made, be promptly furnished a certified copy of this bond and the Construction Contract. The claimant may bring a civil action in the claimant's name on this Bond against the Contractor and the Surety, or either of them, in the county in which the Work is to be or has been performed or in any other county where venue is otherwise allowed by law.
5. This bond is furnished to comply with Code of Alabama, §39-1-1, and all provisions thereof shall be applicable to civil actions upon this bond.
6. All claims and disputes between Owner and either the Contractor or Surety arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

(8) **SIGNED AND SEALED** this _____ day of _____, _____.

(9 & 10) **SURETY:**

CONTRACTOR as PRINCIPAL:

Surety Company Name

Contractor Company Name

By _____

By _____

Signee's Printed Name and Title

Signee's Printed Name and Title

- (11) **NOTE:** Original power of attorney for the Surety's signatory shall be furnished with each of the original six bond forms to be attached to each of the six contract forms per project.

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CONTRACT CHANGE ORDER

Change Order No. _____ Date _____ DCM (BC) # _____ (required)
PSCA # _____ (required)

TO: Contractor Company Name & Address:	PROJECT:

TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated _____

FURNISH the necessary labor, materials, and equipment to *(Description of work to be done or changes to be made. If the description is continued in an attachment, identify the attachment below.):*

Description continued from Page 1:

ORIGINAL CONTRACT SUM \$ _____
NET TOTAL OF PREVIOUS CHANGE ORDERS \$ _____
PREVIOUS REVISED CONTRACT SUM \$ _____
THIS CHANGE ORDER WILL ☐ INCREASE ☐ DECREASE
THE CONTRACT SUM BY \$ _____
REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER \$ _____

EXTENSION OF TIME resulting from this Change Order: ☐ None or _____ Calendar days

The amount of this Change Order will be the responsibility of _____

(Owner and/or PSCA)

The Owner does hereby certify that this Change Order was executed per the provisions of Title 39, Code of Alabama, 1975, as amended.

CONTRACTING PARTIES

_____ Architectural/Engineering Firm
Recommended By _____
Name & Title _____

_____ Contractor Company
By _____
Name & Title _____

_____ Local Owner Entity
By _____
Name & Title _____

ALABAMA PUBLIC SCHOOL & COLLEGE AUTHORITY	
By _____	Date: _____
Governor and President of Authority	

CONSENT OF SURETY	
_____ Surety Company	
By _____	(Attach current Power of Attorney)
Name & Title _____	

APPROVALS

ALABAMA DEPARTMENT OF FINANCE, REAL PROPERTY MANAGEMENT DIVISION OF CONSTRUCTION MANAGEMENT (DCM)

By _____ Director

Reviewed By _____ Contract Administrator

For DCM office use only:

_____ PSCA funds are available to fund this change order.
_____ PSCA funds will not be used to fund this change order.

Review/Signature flow: Architect/Engineer (prepare documents) > Contractor (review and sign) (> Surety for additive \$ change orders only [sign]) > Architect/Engineer (review and sign) > Local Owner (review and sign) > DCM (review and sign) > Finance-Legal > Governor (review and sign) > DCM (distribute fully executed Change Order to all parties).

DETAIL OF PLAQUE (PSCA)

SECTION 10 14 20

LETTERS AND PLAQUES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cast Plaques.

1.02 RELATED SECTIONS

- A. Section 10 14 41 - Plastic Signs: Building signage.

1.03 REFERENCES

- A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 1998.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
 - 1. Plaques: Submit rubbing of actual pattern prior to casting.
- C. Manufacturer's Installation Instructions: Include installation template and attachment devices.

1.05 DELIVERY, STORAGE, AND PROTECTION

- A. Package plaque in appropriate crate or similar packaging

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Do not install plaque until project is near completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Plaques, Letters, Graphics:
 - 1. Advanced Sign Solutions, P.O. Box 1058, Lynn Haven, Florida. Phone: (850) 271-1132, Fax (850) 271-1109.
 - 2. Leeds Architectural Letters of Alabama, Inc., 343 Ashville Rd Ne, Leeds, Alabama. Phone (205) 699-5271.
 - 3. Southwell Company, San Antonio, Texas, Phone: (210) 233-1831
 - 4. Substitutions: See Section 01600 - Product Requirements.

2.02 PLAQUES

- A. Material: Cast aluminum alloy, free of pits and gas holes.
- B. Size: As shown on Drawings.
- C. Font: Clarendon. Letters shall be sharp and hand tooled.
- D. Finish:
 - 1. Background: Stipple with black acrylic laquer
 - 2. Border and Raised Letters: Satin.

2.03 ACCESSORIES

- A. Mounting Hardware: Type and size appropriate for installation.
- B. Construction adhesive.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Position plaque where directed.

END OF SECTION