

September 17, 2019

ADDENDUM NO. 3

ALEXANDER CITY MUNICIPAL COMPLEX  
ALEXANDER CITY, ALABAMA



This Addendum No. 3, to the plans and specifications, dated August 8, 2019, consists of Six (6) Pages.

Item No. 1: Refer to Advertisement for Bids and Addendum No. 1:

- A. **Bid Date Change:** Sealed proposals will be received in the Conference Room of City Hall, Alexander City Hall, 4 Court Square, Alexander City, Alabama 35010 until **2:00 p.m.** CDST on **September 26, 2019** at which time all bids will be publicly opened and read aloud.
- B. Due to extending the Bid Opening for Alex City to September 26, 2019 – the following additional days have been set for access to the Building and Grounds for Survey: 18 September, 19 September, 23 September and 24 September between the hours of 8:00AM and 5:00PM.

Item No. 2: Refer to Specifications, Section 01010, Summary of Work, Page 2:

- A. Clarification: Mechanical scope is correct. Items refer to Mechanical scope and coordination to total scope of work required.

Item No. 3: Refer to Specifications Section 01010, 1.7, G:

- A. Contractor coordination for the work of all trades is a requirement of this project. MEP equipment has been sized relative to the visible existing areas available. Complete coordination drawings and submittals are a requirement of this contract.

Item No. 4: Refer to Specifications, Section 01050, 3.2, F, 1:

- A. Modification: Contractor is not required to record a final survey with the governing authority. However, the contractor is required to produce and submit accurate CAD “As-Builts” of all exterior sitework, improvements and utilities.

Item No. 5: Refer to Specifications, Section 01210:

- A. Fountain Allowance is to be for the sum of the work in Alternate No. 3.

Item No. 6: Refer to Specifications, Section 01210, 3.4, A.5:

- A. Clarification: Unit Price No. 5 is to include the removal of existing building components / surfaces to access wet insulation in order to remove and replace wet / damaged / unsuitable roof insulation.

- Item No. 7: Refer to Specifications, Section 01300, 1.4, A:
- A. The General Contractor may utilize its own schedule manager for this project to prepare and update the construction schedule. Schedule tasks must be broken down to coincide directly with the schedule of value tasks.
- Item No. 8: Refer to Specifications, General Conditions:
- A. Modify Article 11 as per attached revised Article 11 insurance and bonds. Revised Article 11 is hereby a part of the contract documents.
- Item No. 9: Refer to Specifications, Section 01732, 1.8:
- A. Clarification: There are no known existing building component warranties in place for this building.
- Item No. 10: Refer to Specifications, Section 01210, 3.4: Unit Prices:
- A. Add: '6. Remove and replace unsuitable soils as per Specifications, Section 02200, 3.6, A – E: \$\_\_\_\_\_cy.'
- Item No. 11: Refer to Addendum No. 1, Page 5, 4:
- A. Clarification: The General Contractor is responsible for the application and purchase of a City Business License.
- Item No. 12: Refer to Specifications, Section 04200, Unit Masonry 2.2, A:
- A. Brick listed is intended to provide Basis of Design: Actual color of brick shall be selected by Architect from manufacturer's full range of colors within the basis of design product lines of approved equivalent.
- Item No. 13: Refer to Specifications, Section 01732:
- A. Clarification: The Owner will provide all services related to bird eradication, remediation of bird waste and air quality testing at the soffit areas of the upper floor.
- Item No. 14: Refer to Plans and Specifications:
- A. There will be one elevator for use by contractor for personnel and material deliveries. Elevator will be cleaned on a daily basis by contractor. This Contractor will install ¾" plywood veneer wall and ceiling protective panels at one existing elevator as directed by Architect. This protection will remain in place after project completion. This contractor will be required to clean the elevator floor daily to ensure proper maintenance of this floor.
- Item No. 15: Refer to Specification, Section 26 1000, Lighting Fixture Schedule:
- A. The following manufacturers are approved to bid on the fixtures stated below if they meet the specifications. Lumen output, physical size, color temperature, finishes, voltage, etc. were not reviewed for compliance. Fixtures shall be equal and meet all requirements listed in Lighting Fixture Schedule and in Specification Section 26 1000.
1. H.E. Williams is an approved manufacturer for the following fixture types: "2x2 Flat Panel", "A", "B", "C", "F14", "L14".

2. Contech is an approved manufacturer for the following fixture types: "D" and "Track".
3. LDPI is an approved manufacturer for the following fixture types: "F".
4. We-ef is an approved manufacturer for the following fixture types: "T".
5. V2Lighting is an approved manufacturer for the following fixture types: "V" and "W".
6. Cole Lighting is an approved manufacturer for the following fixture types: "R".
7. Ledalight is an approved manufacturer for the following fixture types: "W4" and "W8".
8. Solid State Lighting is an approved manufacturer for the following fixture types: "UC".
9. QTran is an approved manufacturer for the following fixture types: "Tape Light".
10. Beghelli is an approved manufacturer for the following fixture types: "Exit Lights" and "Emergency Battery Lighting Unit".

Item No. 16: Refer to Specification, Section 08211, Flush Wood Doors:

- A. Delete 1.2 C. in its entirety.
- B. Modify 2.2, A. to read: Solid Core Doors for Stain Finish.
- C. Modify 2.2, C., 4. to read: AWI Grade: Premium
- D. Delete 2.4 in its entirety.

Item No. 17: Refer to Plans, Sheet A7.1, Work Schedule Notes 5 and 7:

- A. For further information regarding existing Skylight, contact Summit Waterproofing, Joey Bunch; 205-296-0786

END OF ADDENDUM NO. 3

## § 11.2 CONTRACTOR' MINIMUM LIABILITY INSURANCE

§ 11.2.1 The insurance required by Subparagraph 11.1 shall be written for not less than the following minimum limits of liability, or greater if required by law. Additionally named primary insureds shall be *“the Owner, Architect and their Consultants”*, except not on Worker's Compensation; all insurance certificates shall provide for *“Waiver of Subrogation”* against *“the Owner, Architect and their Consultants”*, by the Contractor, each Subcontractor, and their insurers.

### § 11.2.2.1 Workers' Compensation:

- a. State Statutory
- b. Applicable Federal Statutory
- c. Employer's Liability \$1,000,000
- d. Benefits Required by Union Labor Requirements As Applicable
- e. Voluntary Compensation \$1,000,000
- f. Broad Form All States Endorsement.

### § 11.2.2.2 Comprehensive General Liability:

- a. Including Premises-Operations; Independent Contractors' Protective, Products and Completed Operations; Broad Form Property Damage; Contractual Liability, Personal Injury; all as combined single limits:
  - 1) General Aggregate: \$2,000,000, with general aggregate of \$2,000,000 applicable to this project only; including in part, Bodily Injury/Property Damage \$2,000,000 each occurrence.
  - 2) Products/Completed Operations: \$2,000,000 annual aggregate. Products and Completed Operations Insurance shall be maintained for three (3) years after the work has been completed; property damage liability insurance shall provide X, C, and U coverage; Fellow Employee suits shall be included.
  - 3) Personal and Advertising Injury: \$1,000,000 per occurrence.
  - 4) Each Occurrence: \$1,000,000.

### § 11.2.2.3 Comprehensive Commercial Business Automobile Liability (owned, non-owned, hired):

- a. Combined single limits for bodily injury and property damage:
  - 1) Bodily Injury/Property Damage \$1,000,000 each occurrence.

### § 11.2.2.4 Aircraft Liability (owned and non-owned) when applicable:

- a. Furnish proof of coverage with the following limits (combined single limits for bodily injury and property damage):
  - 1) Admitted liability \$1,000,000 per seat.
  - 2) Bodily Injury/Property Damage \$1,000,000 each occurrence.

### § 11.2.2.5 Commercial Umbrella Excess Liability over Primary Insurance:

- a. \$5,000,000 each occurrence.
- b. Products/Completed Operations: \$5,000,000 aggregate.
- c. General Aggregate: \$5,000,000.

### § 11.2.2.6 Indemnity:

- a. The Contractor shall assume all liability for and shall indemnify and save harmless the Owner, Architect, and their consultants and employees from: All damages and

**liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising from operations under the Contract, whether such operations be by himself, or by any subcontractor or by anyone directly or indirectly employed by either of them, occurring on or about the premises or the ways and means immediately adjacent, during the term of the contract, or**

**any extension thereof, and shall also assume the liability for injury and/or damages to adjacent or neighboring property by reason of work done under this Contract; The obligations of the work done under this Contract. The obligations of the contractor under this paragraph shall not extend to the liability of the Architect, his agents or employees arising out of:**

- 1) The preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, design or specifications, or;**
- 2) The giving or the failure to give directions or instructions by the Architect, his agents or employees, upon request, provided such giving of or failure to give is the primary cause of the injury or damage.**

**The insurance shall extend to and include all of the contractor's operations, regardless of whether they may be in connection with work that is temporary, permanent, included in any of the bid items or classified as extra work.**

**A statement of the above indemnity coverage and condition shall be included on the Insurance Certificate or Policy.**

**§ 11.2.2.7 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to signing of the Contract for the Work for this project, and along with the required 100% Performance and 100% Payment Bonds (100% of Contract Amount), shall be attached to the Contract(s). These certificates shall contain a provision that policy coverage will not be changed or canceled until at least thirty (30) days prior written notice has been given the Owner and Architect, which may be reduced to at least ten (10) days for non-payment of premium only.**

- a. Provide copies of policies renewed, altered and/or replaced during the Work for this project, to the Owner within 10-days of their effective date(s), with copy sent to the Architect.**

### **§ 11.3 PROPERTY INSURANCE**

**§ 11.3.1 The Contractor shall provide an All Risk ("open perils") Builder's Risk Policy with a replacement cost valuation, to cover the interests of all contractor's and subcontractors of any tier. The contractor and subcontractors of any tier shall be responsible for all risks of physical loss to the work not otherwise covered, including in part, portions of the work stored off the site and in transit between off site storage and site.**

**§ 11.3.2 The total amount of the insurance shall be the amount of the contract.**

#### **§ 11.3.3**

**The policy or policies shall be endorsed to waive all rights of subrogation among , between, and to each insured under the policy.**

**§ 11.3.4 The "Owner, Architect, and their Consultants" shall be additionally named primary insureds under the policy or policies.**

§ 11.3.5 Any deductibles will be apportioned to the named insureds (but excluding those named in 11.3.4) as their interests may appear, based upon claim payments.

§ 11.3.6 Any claims coming under the terms and conditions of the policies shall be immediately reported by written notice to the Architect, with a copy to the Owner:

**JMR+H Architecture, PC**  
445 Dexter Avenue, Suite 5050  
Montgomery, Alabama 36104  
Phone: (334) 420-5672

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source, and the cost thereof shall be included in the Bid and Contract Sum. The amount of each bond shall be equal to 100-percent (100%) of the Contract Sum.

§ 11.4.1.1 The Contractor shall deliver the required bonds to the Owner attached to each copy of the Contract which the Contractor is presented to execute for the Work of the project.

§ 11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power of Attorney.

#### § 11.5 QUALIFICATIONS FOR INSURANCE AND BONDS

§ 11.5.1 Each of the insurance coverages required shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer/underwriter (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class V or larger.

§ 11.5.2 The Contractor shall procure the insurance coverages indicated, or as otherwise required in the Contract Documents, at the Contractor's own expense, and to evidence that such insurance coverages are in effect, the Contractor shall furnish the Owner an insurance certificate(s) acceptable to the Owner and listing the Owner as the certificate holder. The insurance certificate(s) must be delivered to the Owner with the Construction Contract and Bonds for final approval and execution of the Construction Contract. The insurance certificate must provide the following:

- (a) Name and address of authorized agent of the insurance company
- (b) Name and address of insured
- (c) Name of insurance company or companies
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of Owner as certificate holder
- (i) Project Name and Number, if any
- (j) Signature of authorized agent of the insurance company
- (k) Telephone number of authorized agent of the insurance company
- (l) Mandatory thirty day notice of cancellation / non-renewal / change

§ 11.5.3 **MAXIMUM DEDUCTIBLE** Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy, shall not exceed \$25,000.00