

PART 1 - GENERAL

Project: HVAC Repair & Replacement,
Bay Minette Campus
[B.C. #2019180]
Owner: Coastal Alabama Community College
Architect: Aho Architects, LLC
Date Issued: 1/22/2020
Bid Date: 1/23/2020 (unchanged)



This Addendum is directed to all prime Contract Bidders, and all others to whom Drawings and Specifications have been issued by the Architect.

This Addendum forms a part of the Contract Documents. The following conditions take precedence over any conflicting conditions in the Drawings and Specifications. The Drawings and Specifications are hereby amended in the following particulars:

1.1 CLARIFICATIONS

A. None.

1.2 REVISIONS (SPECIFICATIONS)

A. Construction Contract C-5, replace with new Construction Contract herein.

1.3 REVISIONS (DRAWINGS)

A. None

1.4 ATTACHMENTS

Construction Contract C-5

END OF ADDENDUM 2

BC Project No.

CONSTRUCTION CONTRACT

Numbers in margin correspond to " Checklist", ABC Form

- (1) _____
- (2) This Construction Contract is entered into this _____ day of _____ in the year of _____
- (3) between the **OWNER(s)**,
- (4) and the **CONTRACTOR**,
- (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
Aho Architects, LLC
265 Riverchase Parkway East, Suite 204
Hoover, Alabama 35244
- (9) The **CONTRACT SUM** _____ (\$ _____) 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 _____ (____) consecutive calendar days from the Written
Notice to Proceed.
- THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:**
The Contract Documents, as defined in the General Conditions of the Contract (ABC 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 be commenced on a date to be specified in a Notice to Proceed issued by the Owner or the Director, Technical Staff, Alabama Building Commission, 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.
- (13) **SPECIAL PROVISIONS** *(Special Provisions may be inserted here, such as Acceptance or Rejection of Unit Prices.)*

- A. The Contract Documents are amended to include ABC Form C-8 Supplement, dated August 2009, and Attachment B to the General Conditions of the Contract, dated October 2012, by reference.
- B. Alabama Immigration Law Compliance Contract: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- C. Certification Pursuant To Act No. 2006-557: Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. The Contractor is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledging that the awarding authority may declare the contract void if the certification is false.
- D. Boycott Certification as required by Act No. 2016-312 is included as an attachment to the contract.

(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. _____ Bid Limit: _____ Classification: _____

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.

Numbers in margin correspond to "Checklist", ABC Form

APPROVALS	CONTRACTING PARTIES
<p>By _____</p> <p style="text-align: center;">STATE OF ALABAMA BUILDING COMMISSION <i>(Not required for locally-funded, SDE projects.)</i></p> <p>By _____ Director, Technical Staff</p>	<p style="text-align: center;">Contractor</p> <hr/> <p>By _____ Name & Title _____</p> <hr/> <p style="text-align: center;">Owner</p> <hr/> <p>By _____ Name & Title _____</p>