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NOTICE TO ALL CONTRACTORS AND SUB-CONTRACTORS

6-23-2025

Reserves at Cobalt Circle – JGR Proj. 24-3446

ADDENDUM NO. 4

YOU ARE INSTRUCTED TO READ AND TO NOTE THE FOLLOWING DESCRIBED CHANGES, CORRECTIONS, CLARIFICATIONS, OMISSIONS, DELETIONS, ADDITIONS, APPROVALS, AND STATEMENTS PERTINENT TO THE CONTRACT AND CONSTRUCTION DOCUMENTS. THIS ADDENDUM IS A PART OF THE CONTRACT AND CONSTRUCTION DOCUMENTS AND SHALL GOVERN IN THE PERFORMANCE OF THE WORK.

CLARIFICATIONS

Civil

1. Curb inlets are called out to be #11, which is incorrect – these should be called out as #12's.
2. Russ Stoots, General Manager, Brownsville Energy Authority has confirmed that C-900 is acceptable for fire protection and domestic use after the valve at the tap.

SPECIFICATIONS

1. 01019 Special Provisions – Section f.2. Signage has been added to Section 4. Cash Allowances.
2. 10431 Signage – Section 1.4 Allowances has been added.

Receipt of this Addendum shall be noted on the Bid Form.

END OF ADDENDUM NO. 4

SECTION 01019

SPECIAL PROVISIONS

1. GENERAL

Should conflict occur between these Special Provisions and the General Conditions, the requirements of the Special Provisions shall take precedence.

2. TIME OF CONSTRUCTION - LIQUIDATED DAMAGES

- a. Time of Construction - The Contractor will commence the work within ten (10) days after the Architect shall have given the Contractor written notice to commence construction to the satisfaction of the Owner within the calendar days as Contractor so stated in his Bid Form. The time for completion herein set forth shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor, including acts of God, fires, floods, and direction by the Architect. It is impractical to perform any operation of construction and acts of omissions of the Owner with respect to matters for which Owner is solely responsible; provided, however, that no such extension of time for completion shall be granted the Contractor, unless within ten (10) days after the happening of any event relied upon by the Contractor for such extension of time, the Contractor shall have made a request, therefore, in writing to the Architect. Extended time will be submitted with pay request for Owner's approval.
- b. Liquidated Damages - The time of completion of the construction of the project is of the essence of this Contract. Should the Contractor neglect, refuse, or fail to complete the project within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided; then in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such money, which may then be due or which may become due and payable to the Contractor, the sum of THREE HUNDRED DOLLARS (\$300.00) per day for each and every day that such construction is delayed in its completion beyond the specified time, as liquidated damages and not as a penalty. If the amount due and to become due from the Contractor to the Owner is insufficient to pay in full any such liquidated damages, the Contractor shall pay to the Owner the amount necessary to effect such payment in full; provided, however, that the Owner shall promptly notify the Contractor in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed.
- c. Joint Responsibility - The General Contractor and/or Subcontractors causing the delay in completion of the project shall be responsible for payment of liquidated damages. In no case shall the total liquidated damages for all contracts exceed the sum of daily liquidated damages multiplied by the number of days of delay in completion.

3. ALTERNATES - **Refer to Alternate Schedule, Section 01030**

- a. Alternates specified are not a part of Base Bid, but are Alternates to same, their acceptance being at option of Owner.

4. CASH ALLOWANCES

- a. Costs included in Allowances: Cost of Product to Contractor or Subcontractor, less applicable trade discounts, delivery to site, except those taxes saved by use of Owner's tax exemption.
- b. Costs Not Included in the Allowance: Fees for overhead and profit, product handling at the site, including unloading, uncrating, and storage; protection of Products from elements and from damage and labor for installation and finishing.
- c. Architect Responsibilities:
 1. Consult with Contractor in consideration and selection of Products, suppliers and installers.
 2. Select Products in consultation with Owner and transmit decision to Contractor.
 3. Prepare Proposal Requests and Change Orders.
- d. Contractor Responsibilities:
 1. Assist Architect/Engineer in selection of Products, suppliers and installers.
 2. Obtain proposals from suppliers and installers and offer recommendations.
 3. On notification of selection by Architect, execute purchase agreement with designated supplier and installer.
 4. Arrange for and process shop drawings, product data, and samples. Arrange for

delivery.

5. Promptly inspect Products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
6. Product handling at the site, including unloading, uncrating and storage, protection of Products from elements and from damage and labor for installation and finishing.
7. The Contractor shall include in his Bid all fees for all cash allowances.
- e. Funds will be drawn from Cash Allowances only by written authorization from Owner.
- f. Cash Allowances:
 1. Landscaping and Irrigation – The contractor shall include in his bid, an allowance of **\$150,000.00** for direct cost and delivery of landscaping materials (plantings) and irrigation systems and materials. This allowance does not include unloading, handling or installation. The contractor shall bear all costs associated with coordination, administration scheduling, and supervision of companies, and include those costs in his bid. Reference drawings L1.1, L1.2, L1.3, IR1.1, IR1.2, and IR1.3 for more information regarding planting types, irrigation and site layouts.
 2. Signage - The contractor shall include in his bid, an allowance of **\$30,000.00** for direct cost and delivery of all signage materials. (Reference Specification Section 10431).

5. ENUMERATION OF DRAWINGS AND SPECIFICATIONS

- a. Correlation. Accompanying these Specifications are the Drawings, which jointly with these Specifications, are intended to explain each other and describe and coordinate the work to be performed under the Contract.
- b. Verification of Documents. Before submitting his bid, each Bidder shall check his set(s) of Drawings and Specifications and advise the Architect if any sheets are missing.
- c. Specifications Explanations. For convenience of reference, the Specifications are separated into Titled Divisions and Sections. Such separation shall not, however, operate to make the Architect an arbiter to establish limits between the Contractor and Subcontractor or Sub-Subcontractor.
- d. Drawings. Refer to LIST OF DRAWINGS.
- e. Specifications. Refer to TABLE OF CONTENTS.

6. WARRANTIES

Before being eligible for final payment, Contractor shall deliver to Owner, through Architect, all special warranties specified for materials, equipment and installation.

7. OPERATING INSTRUCTIONS

Before being eligible for final payment, Contractor shall deliver to Owner, through Architect, three (3) copies of manufacturer's operating instructions, one (1) complete set of shop drawings on each piece of equipment, and such framed instructions as instructed.

8. AS-BUILT DRAWINGS

Before being eligible for final payment, the Electrical and Mechanical Contractors shall prepare and deliver to Owner, through Architect, one (1) set of AS-BUILT DRAWINGS. These drawings may consist of marked-up prints, if the Contractor so chooses, but shall show the correct location of every item of equipment, piping, conduit, panel boards, ductwork, switches, valves, etc. If marked-up prints are used, they shall be new white prints.

9. CERTIFICATE OF COMPLIANCE

Upon completion of project, Contractor is to furnish written Certification to the Architect that he has complied with every paragraph of the Specifications and Drawings.

10. CONTRACTOR'S MONTHLY APPLICATION FOR PAYMENT FORM

Contractor's monthly Application for Payment shall be submitted as per General Conditions. AIA Document G702, Application and Certificate for Payment is approved and acceptable.

11. FILING AND RECORDING OF BONDS

In addition to furnishing the number of combination Performance Bond and Labor and Materials Payment Bond, and Statutory Bond, if required, the Contractor shall file copies of such bonds with Clerk of the District Court and furnish Architect with receipt furnished by Clerk of the District Court, covering charges for filing and recording of said bonds.

12. STATUTORY BONDS

In addition to furnishing the combination Performance and Labor and Materials Payment Bond specified in General Conditions, the Contractor shall furnish Statutory Bond in an amount not less than 100% of the Agreement in such numbers and form stated in Sample Copy bound in the Specifications. Statutory Bond shall be filed and recorded with Clerk of the District Court, as specified in Paragraph - FILING AND RECORDING OF BONDS.

13. DOCUMENTS FURNISHED CONTRACTORS

The General Contractor will be furnished, free of charge, the following working drawings and specifications, including modifications for construction of the project - 20 sets. The General Contractor will be responsible for distribution of these sets to the Subcontractors and suppliers. The Contractor shall pay the actual cost of reproduction and postage for all additional sets requested by him.

14. SALES TAX EXEMPTIONS

- a. Materials, labor and equipment incorporated into this project are not exempt from the payment of sales tax under the laws of the **State of Tennessee** and such sales tax **shall be included in the Bid of the Bidder.**

END OF SECTION 01019

SECTION 10431

SIGNAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Exterior ADA Parking Signs & Poles
 - 2. Signage for Building Numbering, Property Address, Unit Numbering, Office Hours & Phone Number, Clubhouse Room labels, Rent Drop Box, Fitness Room Rules, Required Exit Signage, etc.
 - 3. Monument Sign (front and back)

1.3 DEFINITIONS

- A. ADA-ABA Accessibility Guidelines: U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines."
- B. Exit Door/Stair Signage – Doors at exit passageways, exit discharge and exit stairs shall be identified by tactile signs complying with 2010 ADA Standards for Accessible Design Sections 703.1, 703.2 – 703.5

1.4 ALLOWANCES

- A. Cash Allowance: This contractor shall install and furnish all signage as referenced in this specification and in the drawing documents. The contractor shall allow the sum of **\$30,000** for the purchase and delivery of the materials only.
- B. Allowance includes purchase and delivery of the materials only. Installation is included in the contractor's bid price, not the allowance. Any differential in the allowance listed and the original invoiced from the suppliers will be adjusted in the contract price.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication and installation details for signs.
 - 1. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
 - 2. Provide message list, typestyles, graphic elements, including tactile characters and Braille, and layout for each sign.
- C. Samples for Initial Selection: Manufacturer's color charts consisting of actual units or sections of units showing the full range of colors.
- D. Samples for Verification: For each of the following products and for the full range of color, texture, and sign material indicated, of sizes indicated:
 - 1. Plaque Casting: 6 inches (150 mm) square including border.
 - 2. Dimensional Characters: Full-size Samples of each type of dimensional character letter, number, and graphic element.
 - 3. Aluminum: For each form, finish, and color, on **6-inch- (150-mm-)** long sections of extrusions and squares of sheet at least **4 by 4 inches (100 by 100 mm)**.
- E. Sign Schedule: Use same designations indicated on Drawings.
- F. Maintenance Data: For signs to include in maintenance manuals.
- G. Warranty: Special warranty specified in this Section.

- 1.6 QUALITY ASSURANCE
 - A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
 - B. Source Limitations for Signs: Obtain each sign type indicated from one source from a single manufacturer.
 - C. Regulatory Requirements: Comply with applicable provisions in ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.
- 1.7 PROJECT CONDITIONS
 - A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit installation of signs in exterior locations to be performed according to manufacturers' written instructions and warranty requirements.
 - B. Field Measurements: Verify recess openings by field measurements before fabrication and indicate measurements on Shop Drawings.
- 1.8 COORDINATION
 - A. Coordinate placement of anchorage devices with templates for installing signs.
- 1.9 WARRANTY
 - A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of metal and polymer finishes beyond normal weathering.
 - b. Deterioration of embedded graphic image colors and sign lamination.
 - 2. Warranty Period: **Five** years from date of Substantial Completion.

PART 2 - PRODUCTS

- 2.1 MATERIALS
 - A. Aluminum Sheet and Plate: **ASTM B 209 (ASTM B 209M)**, alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 5005-H32.
 - B. Rooms, Offices & Restroom - Tactile and Braille Signage: Manufacturer's standard process for producing text and symbols complying with ADA-ABA Accessibility Guidelines and with ICC/ANSI A117.1. Text shall be accompanied by Grade 2 Braille. Produce precisely formed characters with square-cut edges free from burrs and cut marks; Braille dots with domed or rounded shape.
 - 1. Panel Material: **Opaque acrylic sheet.**
 - 2. Raised-Copy Thickness: Not less than **1/32 inch (0.8 mm)**.
- 2.2 ACCESSORIES
 - A. Anchors and Inserts: Provide nonferrous-metal or hot-dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use toothed steel or lead expansion-bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.
- 2.3 FABRICATION
 - A. General: Provide manufacturer's standard signs of configurations indicated.
 - 1. Welded Connections: Comply with AWS standards for recommended practices in shop welding. Provide welds behind finished surfaces without distortion or discoloration of exposed side. Clean exposed welded surfaces of welding flux and dress exposed and contact surfaces.
 - 2. Mill joints to tight, hairline fit. Form joints exposed to weather to exclude water penetration.
 - 3. Preassemble signs in the shop to greatest extent possible. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation, in location not exposed to view after final assembly.
 - 4. Conceal fasteners if possible; otherwise, locate fasteners where they will be inconspicuous.

2.4 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.5 ACRYLIC SHEET FINISHES

- A. Colored Coatings for Acrylic Sheet: For copy **and background** colors, provide colored coatings, including inks, dyes, and paints, that are recommended by acrylic manufacturers for optimum adherence to acrylic surface and that are UV and water resistant for **three** years for application intended.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Verify that items, **including anchor inserts** are sized and located to accommodate signs.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Locate signs and accessories where indicated, using mounting methods of types described and complying with manufacturer's written instructions.
 - 1. Install signs level, plumb, and at heights indicated, with sign surfaces free of distortion and other defects in appearance.
 - 2. Interior Wall Signs: Install signs on walls adjacent to latch side of door where applicable. Where not indicated or possible, such as double doors, install signs on nearest adjacent walls. Locate to allow approach within **3 inches (75 mm)** of sign without encountering protruding objects or standing within swing of door.

3.3 CLEANING AND PROTECTION

- A. After installation, clean soiled sign surfaces according to manufacturer's written instructions. Protect signs from damage until acceptance by Owner.

END OF SECTION 10431

