

ADDENDUM #1

Date: October 18, 2018

This Addendum applicable to work designated herein shall be understood to be and is an Addendum and as such shall be part of and included in the Contract.

To all bidders for furnishing all labor and materials necessary for:

**DPW Project No. 18-066
Department of Corrections
Community Re-Entry Center
Idaho Falls, Idaho**

Failure to acknowledge receipt of this Addendum on the bid proposal form may result in rejection of your bid.

GENERAL

1. The attached Bid Proposal (6 pages) shall be used to submit bids NOT the Bid Proposal included in the Project Manual.
2. Pre-Bid Conference minutes and sign-in sheet are attached for reference only.

ARCHITECTURAL ITEMS

1. Sheet TS1.1 Site Plan, Accommodation will be made for Contractor staging north of the existing facility. Contractor shall provide lockable and secure means of storage equipment and materials on Site.
2. Sheet A.1.1 & A1.2: 8. General Notes, The Contractor shall engage a qualified Fire Sprinkler system Contractor to modify the Fire Sprinkler System in the construction area to comply with 2015 IFC (2016 NFPA 13, 72 by adoption) requirements.
3. Sheet A1.1, A1.2, Floor Plane, where required to comply with ADA requirements install water closet toilet compartment partitions with a clear distance of 60" min. each way
4. Sheet A1.3 Room Elevations B, C, G and H, provide color through phenolic toilet partitions so that the bottom of the partition is mounted 18" from the finished floor and extends upward to 56" above the finished floor.
5. Specification section 12 3661.16 Solid Surface Countertops, paragraph 2.1.A.4. Color and pattern will be selected from manufactures standard colors.

END OF ADDENDUM NO.1

BID PROPOSAL

TO: STATE OF IDAHO
DIVISION OF PUBLIC WORKS

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the construction of DPW Project No. 18-066; Department of Corrections, Community Re-Entry Center, Idaho Falls, Idaho, having examined the bidding and Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents.

Bidder hereby agrees to commence Work under this Contract on a date to be specified in the written "Notice to Proceed" of the Owner and to substantially complete the Project within 60 consecutive calendar days thereafter, with an additional 60 calendar days allowed for completion of Alternate No. 1, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day after the established substantial completion date or adjusted date as established by change order.

Bidder acknowledges receipt of Addenda No. _____.
(List all Addenda)

BASE PROPOSAL: Bidder agrees to perform all of the base proposal Work described in the specifications and shown on the plans for the sum of:

_____ Dollars (\$_____) *(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)*

ALTERNATE NO. 1: Tier 1 Toilet/Shower Room. Bidder agrees to perform all of the alternate proposal Work described in the specifications and shown on the plans for the sum of:

Add the sum of _____ Dollars (\$_____) *(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)*

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good for a period of forty-five (45) calendar days after the scheduled opening time for receiving bids.

Upon receipt of written Notice of Intent to Award of this bid, Bidder will execute the formal Contract within ten (10) calendar days and deliver a Surety Bond or Bonds as required by paragraph "Performance and Payment Bonds" first page (ITB-1) of the Instructions to Bidders.

The bid security in the amount of five percent (5%) of the bid amount is to become the property of the Owner, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The names and addresses of the entities who will perform the Work identified below, subject to approval of Owner and Architect, if Undersigned is awarded the Contract, are as follows:

Plumbing (PWCL Category 15400)

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho Plumbing Contractors License No. _____

Heating, Ventilating & Air Conditioning (PWCL Category 15700-HVAC)

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho HVAC Contractors License No. _____

Electrical (PWCL Category 16000)

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho Electrical Contractors License No. _____

FAILURE TO NAME A PROPERLY LICENSED SUBCONTRACTOR IN EACH OF THE ABOVE CATEGORIES WILL RENDER THE BID UNRESPONSIVE AND VOID.

Should the listing of subcontractors change due to selection of alternates or other similar circumstances, attach explanation.

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to the Fixed Price Construction Contract.

The undersigned notifies that it is of this date duly licensed as an Idaho Public Works Contractor and further that it possesses Idaho Public Works Contractor's License No. _____, and is domiciled in the State of _____.

Dated this _____ day of _____,
(date) (month) (year)

Respectfully submitted by:

(Contractor's Name- Typed)

SEAL

(Seal - if bid is by a corporation)

(Street or PO Address)

(City, State and zip code)

(Authorized Signature)

(Title)

(Telephone Number)

(FAX Number)

(Email Address)

Have you remembered to include bid security (bid bond or a certified or cashier's check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder's Acknowledgment Statement with your bid?

Execute and Submit with Bid

**CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF _____

COUNTY OF _____

Pursuant to the Section 72-1717, Idaho Code, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Section 72-1717, Idaho Code; that _____ provides a drug-free workplace program that complies with the provisions of Title 72, Chapter 17, Idaho Code, and will maintain such program throughout the life of a state construction contract; and that _____ shall subcontract Work only to subcontractors meeting the requirements of Section 72-1717(1)(a), Idaho Code.

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, _____.

NOTARY PUBLIC

Residing at: _____

Commission expires: _____

FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL MAKE YOUR BID NON-RESPONSIVE.

Execute and Submit with Bid

BIDDER'S ACKNOWLEDGMENT STATEMENT

NOTE: THE INFORMATION CONTAINED HEREIN IS A SUMMARY OF VITAL CONTRACT PROVISIONS AND DOES NOT CHANGE THE CONTRACT DOCUMENTS THAT WILL GOVERN THIS PROJECT.

Division of Public Works DPW Project No. 18-066; Department of Corrections, Community Re-Entry Center, Idaho Falls, Idaho.

By submitting a bid for this Project, the undersigned bidder agrees that, if awarded the Contract for construction, Contractor will conform to all conditions and requirements of the Contract, including but not limited to:

- Contractor agrees to comply with conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.
- Contractor will substantially complete the Work within the time stated in the Contract Documents, or as modified by Change Order(s).
- If the Contractor fails to substantially complete the Project within the time stated in the Contract Documents, or as modified by Change Order, the Contractor agrees that the Owner may deduct from the Contract amount liquidated damages in the amount per calendar day, indicated in the Contract Documents, times the number of calendar days until the Project is Substantially Complete, as defined in the Contract Documents and as determined by the Design Professional.
- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.11 of the Fixed Price Construction Contract Between Owner and Contractor.
 1. For total changes the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs; or
 2. The Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds and insurance.
- The Contractor agrees that Change Orders are governed by the Fixed Price Construction Contract Between Owner and Contractor General Conditions of the Contract for Construction including as follows:
 1. By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may, to any extent, affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change

Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in Work addressed by the Change Order that could have reasonably been discovered or disclosed by the Contractor's examination.

2. Any Change Order fully executed by the Owner, Contractor and Design Professional, including but not limited to, a Change Order arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including but not limited to, all direct and consequential costs associated with such change and any and all adjustments to the Contract Price and Contract Time. In the event a Change Order increases the Contract Price, the Contractor shall include the Work covered by such Change Order in the Application for Payment as if such Work was originally part of the Project and Contract Documents.

FAILURE TO EXECUTE THIS ACKNOWLEDGMENT MAY MAKE YOUR BID NON-RESPONSIVE.

I, _____, being duly authorized to bind the
(type or print name of individual)

bidder, _____, does hereby certify that I have fully read
(type or print name of company)
and understand this document and that it highlights certain parts of the Contract that will be entered between the parties and that will govern this Project.

Authorized Signature: _____

Title: _____

Date: _____

END OF BIDDER'S ACKNOWLEDGMENT STATEMENT

Pre-Bid Conference Sign-in Sheet

Project Name: DPW 18-066 Idaho Falls Community Re-entry Center

In Attendance:

Company:

Email used for Bidding

Phone # used for Bidding

James Wyatt

NBCW

208.522-8779

1. Valene Luhn

Innotech

2. Nathan Perry

Innotech

nathanscottberry@gmail.com

540-717-2930

3. Kelly York

AFFS

kelly@adofutys.com

208.360-2944

4. Douglas Munn

Doug's Repair

info@dougsrepair.com

208-356-2331

5. Josh Munn

Doug's Repair

josh@dougsrepair.com

208-356-9331

6. Blake Ford

BFC Diversified

ablake@gmail.com

208-313-4969

7. Shara Hunk

Jas Const

jsconst@ida.net

208-754-8684

8. Rick Kennedy

RIVERS WEST CONST.

RIVWEST@NEMEST.NET

208-522-4758

9. Richard Bryn

IDOC

rbryn@idoc-IDaho.gov

208-658-2179

Burn Matheson

IDOC IFCRC

Bmatheson@IDoc.Idaho.gov

208-525-7143

Shane Mallard

AFFS

Shanemallard72@gmail.com

208 344 2291

Pre-bid Conference

October 11, 2018 at 10:00 A.M.

DPW Project No. 18-066 Idaho Falls Community Re-entry Center

Architect's Project Manager: James Wyatt, AIA ph - 208-522-8779c fax - 208-522-8785	Project description: Scope of work includes restoration of existing toilet rooms and showers areas. Materials include solid surface wall panels, epoxy resin flooring, paint phenolic toilet partitions as well as replacing existing toilet fixtures and valves and lighting.	
Building square footage: N/A	Bid submission date and time: October 23, 2018 2:00 PM	Bid submission location: DPW Office 611 Wilson, Suite 1 Pocatello, Idaho 83201
Building permit issued by: DBS	Construction Time: 60 days for base bid 60 days for Add Alternate No.1	Liquidated damages/ day: \$ 500.00
Unusual conditions: Building will be occupied during construction.		
Addendum items: Subcontractor naming list will be updated on Bid Proposal .		

1. **Bidders List:**
 - a. See nbwarchitects.com for current bidders list.
2. **Bidding Information:**
 - a. The successful bidder must supply:
 - 1) Workers Compensation Insurance*
 - 2) Commercial Liability Insurance*
 - 3) Automobile Liability Insurance*
 - 4) Bid Bonds* (5%)
 - 5) Performance and Payment Bonds * (100%)

* The cost of the above to be included in the contractor's bid.
3. **Addenda:**
 - a. All addenda will be issued by the Architect, by email if possible, at least 4 calendar days prior to bid opening.
 - b. All verbal agreements or instructions must be confirmed by written addenda.

- c. Contractors are to bid the contract documents. Review documents carefully. Additional payments to the Contractor will not be made for items shown or specified in documents
 - d. Requests for clarification shall be in writing and received by the architect five working days minimum prior to bid opening.
 - e. Sealed bids will be accepted up to the specified time. Bidding will be closed at the exact specified time. Any or all Bids may be rejected by the Owner without cause. Bids will be opened and reviewed in a public meeting following the time for receipt of bids.
 - f. Bids are to be submitted as outlined in the Project Manual.
 - g. The bid form used will be the form provided. Faxed bids are not acceptable.
 - h. The Owner reserves the right to reject any or all bids and to waive any irregularity therein.
 - i. If all addenda are not acknowledged by number (1,2,3, etc.), on the bid form or if the bid form is not signed, all blanks not filled in or otherwise improperly filled out, the bid will be considered non-responsive.
 - j. The bid amount is to be listed in both written and numerical form. If there is a discrepancy between the two, the written amount will be used.
5. **Additional Items of Discussion:**
- a. Any modifications noted on the seal envelope containing the bid will be considered non-responsive. Procedures for modifying a bid are outlined in the project manual.
 - b. Review drawings and specs.
 - c. Additional sets of plans available.
 - d. All personnel that will be working in and around the facility will be required to pass a background check.
 - e. Contractor staging/parking area to be coordinated with Agency.

Questions