ADDENDUM #1

TO THE CONSTRUCTION DOCUMENTS

For
Snowden RTU's
BID PACKAGE
PROJECT #C-13-0007

Date: May 23, 2013

To All Plan Holders:

The following changes, additions, and/or deletions are hereby made a part of the Construction Documents for the above noted project, fully and completely as if the same were fully contained therein. All other terms, conditions, and specifications of the original Invitation to Bid remain unchanged.

This amendment must be acknowledged in the space provided on the Bid Schedule.

The Submittal Date and Time is **NOT** changed. It remains: May 31, 2013 @ 2:00 p.m.

The modifications directed by this Addendum No.1 are described in this page and the following attachments:

1. Addendum Text: 1 pages
2. Attachments: 7 pages
   - Specifications: Bid Schedule; Assignment
   - Drawings: None

**CHANGES TO ITB**

1. **REPLACE** Section 00300, Bid Schedule, with attached revised form. (4 pages)
2. **REPLACE** Section 00800, Supplementary Conditions, with attached revised form. (2 pages)
3. **REFERENCE** attached Quote from Siemens Building Industries which is to be a component of this Contract. (1 page)
4. **Mechanical Specifications**
   a) Drawings Sheet M0.02.FRONT END ADMINISTRATION. **ADD**: Contractor shall maintain interior facilities temperatures between 68 and 75 degrees during normal business hours.
   b) Drawings Sheet M0.02.HYDRONICS. **ADD**: Isolate 1st floor area of Work with existing zone valves. Drain and retain glycol as needed to perform the Work. Reinstall retained glycol and provide 50/50 blend glycol as needed to fully charge system.

END OF ADDENDUM NO.1
1. TO ALASKA COURT SYSTEM:

In compliance with the Invitation for Bid and the proposed Contract Documents dated May 9, 2013, the Undersigned proposes to enter into an agreement with ALASKA COURT SYSTEM in the form included in the Contract Documents to furnish and deliver all the materials and do all the Work and Labor required in the construction of:

Snowden RTU’s
Project #C-13-0007

Located at 820 W. 4th Ave.
Anchorage, Alaska

The Undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site, hereby proposes and agrees to perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing all labor and materials to do all the work required to construct and complete said Work in accordance with the Contract Documents.

2. If discrepancies are found between the amount written numerically and the amount written in words, the amount written in words shall govern.

3. Contract award shall be made on the basis of the total Base Bid plus additive alternates as selected by the Alaska Court System. If Bid Alternates are included in the Bid Documents, the Alaska Court System reserves the right to award some, none, or all of the alternates. Alternates may be awarded in any order in the best interest of the Alaska Court System.

4. Addenda may be mailed, faxed, e-mailed or otherwise delivered. All Addenda issued during the time of bidding shall form part of the Contract Documents, shall be covered in the Bid, and shall become part of the Contract. Receipt of each Addendum shall be acknowledged in the Bid Form; failure to do so may subject the Bidder to disqualification. It shall be the Bidders responsibility to ensure that it has received all Addenda prior to bid. The Owner shall not be responsible for non-receipt or untimely receipt of Addenda due to acts or omissions of the delivering agency or any other source.
5. The Bidder acknowledges receipt of the following addenda to the DRAWINGS and/or SPECIFICATIONS (give number and date of each) and that associated costs are included in this bid.

<table>
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<th>Addenda #, Date Issued</th>
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No other alternates or substitutions allowed on this Bid Form.

6. Bidder has included bid security and agrees to abide by Instructions To Bidders for disposition of bid security.

7. The Bidder understands that the OWNER reserves the right to reject this bid, but that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

8. If written Notice of Intent to Award the contract to the Bidder is mailed or delivered to the Bidder within sixty (60) days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the Bidder will accept, execute and deliver the Contract to the OWNER in accordance with this bid, and will also furnish and deliver to the OWNER the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within fifteen days after personal delivery or after deposit in the mails of the Notice of Award of this bid. In addition, the Bidder will furnish all other documentation according to the schedule.

9. Notice of Award, or request for additional information, may be addressed to the Bidder at the address set forth below.

10. Bidder Identification: The legal name of the bid entity and names of all persons interested in the foregoing bid as principals are:

    __________________________________________
    __________________________________________
    __________________________________________

    (IMPORTANT NOTICE: If the bidder is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if bidder is an individual, give first and last names in full)

11. Non-Collusion Affidavit: The undersigned Bidder declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association, or corporation of which he is a member, has, either directly or indirectly, entered into any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.
12. ALLOWANCES/ASSIGNMENTS

Siemens Industry, Inc. See Section 00800 Supplementary conditions, Article 8, and Siemens Industry, Inc., letter dated May 22, 2013 transmitted with this Addendum. **$84,827.00.** The Base Bid, below, must include the cost of the portion of the Work to be performed by Siemens Industry, Inc., as well as all amounts necessary to compensate the Bidder for all supervision, overhead, bonds, profit, and all other general expenses associated with the portion of the Work to be performed by Siemens Industry, Inc.

BASE BID:

Furnish all labor, materials, equipment, etc., necessary to complete all work shown and specified:

Base Bid $ ____________________________

(figures)

Dollars ____________________________

(words)

ALASKA BIDDERS PREFERENCE:

Check Preference or Preferences if applicable – Reference Section 00100 Instructions to Bidders and attach required proof and documentation:

- [ ] Alaska Bidder Preference
- [ ] Alaskan Bidder with Disabilities
- [ ] Disabled Alaskan Employment Program
- [ ] Alaska Employment of 50% People with Disabilities
- [ ] Alaska Products

The undersigned has read the foregoing Bid Schedule and hereby agrees to the conditions stated therein by affixing his signature below:

SIGN HERE:

Authorized Signature of Bidder ____________________________ Date ____________________________

Bidder Typed or Printed Name of Signer & Title ____________________________

Bidding Firm ____________________________

ACS 00300-3

5/23/13
(NOTE: If bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer and officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.)

Business Address: ________________________________

______________________________________________

(Seal, if by Corporation)

Telephone Number: ______________________________

Fax Number: ______________________________

E-Mail Address: ______________________________

Alaska Contractor's Registration Number
Expires: ______________________________

Alaska Business License Number
Expires: ______________________________

Federal Identification Number

END OF SECTION 00300
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the General Conditions of the Contract for Construction

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.7 Add a new paragraph to Read:
In addition to the provisions of this Subsection 6.7, CONTRACTOR must adhere to the provisions of Section 01301, Project Schedules.

6.8 Add a new paragraph to Read:
In addition to the provisions of this Subsection 6.8, CONTRACTOR must adhere to the provisions of Section 01301, Project Schedules.

6.22 Add Paragraph 6.22.4 to Read:
“CONTRACTOR must prepare contemporaneous daily reports showing the progress of the work. The CONTRACTOR must transmit a copy of the daily reports to the Owner no less frequently than once per week. Each transmittal of daily reports must include all daily reports generated since the most recent transmittal. Transmittal of daily reports does not constitute notice to the Owner of any matter for which notice is specifically required under the Contract Documents. The daily reports must include, at the minimum, information regarding the project schedule, safety issues, subcontractors on site, work performed, meetings held, and communications with the Owner.”

ARTICLE 7 – LAWS AND REGULATION

7.2.1 Add: The OWNER shall pay for all plan review and building permit fees required by the local Building Safety department at the project location. The CONTRACTOR shall pay for all building and trade permits and licenses.”

ARTICLE 8 – OTHER WORK

8.1 Controls Contract: The OWNER has received a quote from Siemens Industry, Inc., to perform the Controls and Sequence of Operations portions of the Work as described in the Snowden RTU’s Project #ANC-C-13-0007 Contract Documents and Siemens Industry, Inc., letter dated May 22, 2013. Siemens Industry, Inc. will be the subcontractor for the portion of the Work described in this subsection. CONTRACTOR must negotiate and enter into a contract with Siemens Industry, Inc., and must administer and coordinate the Work described in this subsection. The OWNER will pay the CONTRACTOR progressively for the Work described in this subsection based upon the CONTRACTOR’S and OWNER’S approval of the work performed by Siemens Industry, Inc.
8.2 In lieu of an actual cost for the controls, an allowance for providing the Work described in Subsection 8.1 is shown on the bid form for the base bid. The CONTRACTOR shall include in its bid an amount as compensation for all supervision, overhead, bonds, profit, and all other general expenses associated with the portion of the Work described in Subsection 8.1.

8.3 If the actual cost of the portion of the Work described in Subsection 8.1 varies from the allowance provided on the bid form, the OWNER or the CONTRACTOR may request a change in Contract Price calculated under and in accordance Section 00700, General Conditions, Article 10, Subsection 10.4.

ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE

11.3 Add to 11.3.1: “Contractor shall achieve Substantial Completion by September 6, 2013.

Add to 11.3.2: "Contractor shall achieve Final Completion no later than 14 calendar days after Substantial Completion."

ARTICLE 12 – QUALITY ASSURANCE

Add to 12.3.1: Contractor shall provide a minimum of 72 hours notice for all required or requested inspections, approvals, tests or differing condition verifications that require site visits. Site visits by Owner are limited to weekdays between 8AM and 4PM, unless agreed to in advance by both parties.

Add to 12.3.2: Owner shall pay for all special inspections required by the IBC Chapter 17.

END OF SECTION
Customer:  Alaska Court System
Address:  820 West 4th Avenue
          Anchorage, AK 99501

Attn.:  Brian Roberts and General Contractors

Re:  Snowden Building RTU and Control System Upgrade Project #ANC-C-13-007

Siemens Industry, Inc., having examined the specification documents for the Snowden Building RTU Upgrade, will provide the following building automation control system pricing to all General Contractors, with a detailed Scope of Work and Exclusions that fully meets the specifications as provided in the bid documents.

Project Price:  $84,827.00
Eighty Four Thousand Eight Hundred Twenty Seven DOLLARS & NO CENTS

Please contact me if you have any questions or concerns.

Respectfully,

Chet Bennett
Siemens Industry, Inc.
Service Sales Executive