



ADDENDUM #1

To: All Companies Interested in Submitting a Bid
From: Diane Muench, CPPB, Purchasing Agent
Bid: Bender Pool HVAC, RFB #PUR0618-198 Dated: July 25, 2018
Subject: Addendum #1 (4 pages)
Date: August 6, 2018

Please note the following specification changes/additions/clarifications relative to the above Request for Bid.

- 1) **Question:** How is the duct to be routed at the ceiling soffit at the north wall?
Answer: Duct is to be routed tight to the face of the ceiling soffit and the higher ceiling.
- 2) **Question:** Where is the access to the site?
Answer: Contractors can access the rear of the building from the North/Northwest sidewalk.
- 3) **Clarification:** The City will remove and relocate the security lights in the pool area prior to Contractor's installation of the fabric ductwork.
- 4) **Clarification:** The fabric ductwork will be a standard color; the City will work with the awarded Contractor to select the color prior to the beginning of the project.
- 5) **Addition:** Contractor will be responsible for repairing any ruts in the ground or concrete that is broken due to the use of Contractor's equipment or vehicles. Ground and concrete shall be restored to previous condition at no additional cost to the City.
- 6) **Addition:** The bid bond form was inadvertently left out of the project manual. The bid bond form is on Pages 3-4 of this addendum.
- 7) **Change:** See attached revised drawings with Engineer's notes. The original drawings were missing the notes.
- 8) **Change:** Work on this project will occur between November 30-December 26, 2018. The pool will be closed and water will be drained. There will be other projects going on at the same time so the Contractor will need to work closely with the City's project manager.
- 9) **Change:** Delete, "Provide louvered coil guards," note number 1, on Air Cooled Condenser Schedule, Sheet M04, Mechanical Schedules.
- 10) **Change:** Specification Section 233100, Delete paragraph 2.2.d.1. Substitute the following:
"1. Provide single point mounting system to provide support for the fabric system as tight to the ceiling as possible. Mount to be located at the 12 o'clock position on the duct. Mounts are to be spaced on centers as recommended by the manufacturer."
- 11) **Product Substitution:** DuctSox is an approved manufacturer for fabric ductwork.

All addenda that you receive shall become a part of the contract documents and shall be acknowledged and dated on the bottom of the Signature Page (Attachment B). The deadline for sealed bids is Wednesday, August 15, 2018, before 11:00 am CDT at the Office of the City Clerk, 101 First Street SE, Cedar Rapids, IA 52401.

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

BID

BID DUE DATE: August 15, 2018 at 11:00 am CDT
PROJECT (Brief Description Including Location):
This project is to furnish and install a new indoor pool dehumidification unit with
accompanying remote outdoor air-cooled condensing unit, including all duct, piping,
electrical and refrigeration fittings.

BOND

BOND NUMBER: _____
DATE (Not later than Bid due date): _____
PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 Calendar Days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 Calendar Days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state of Iowa.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.