

ADDENDUM NO. CC-3

STATE OF NEBRASKA
TSB – EXTERIOR RENOVATION
LINCOLN, NEBRASKA
DLR GROUP PROJECT NO. 10-09206-30

GENERAL CONTRACTOR FOR CONSTRUCTION



Architecture Engineering Planning Interiors

1111 Lincoln Mall, Suite 201
Lincoln, NE 68508
tel 402/742-4200
fax 402/742-7100
omaha@dlrgroup.com
www.dlrgroup.com

September 17, 2012

NOTICE TO BIDDERS: Amend the Project Manual to the above referenced project as follows:

PROJECT MANUAL

ITEM NO. 1 INSTRUCTIONS TO BIDDERS

- A. Add INSTRUCTIONS TO BIDDERS, as shown on Attachment No.1.

DRAWINGS

ITEM NO. 2 Drawing AS.1 - 14th STREET ELEVATION

- A. Remove Elevation Keynote No. 1 in its entirety.

ITEM NO. 3 Drawing AS.2 - "M" STREET ELEVATION

- A. Remove Elevation Keynote No. 1 in its entirety.

END OF ADDENDUM

INSTRUCTIONS TO BIDDERS

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Attachment No. 1 to Addendum No. CC-3
dated September 17, 2012

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INSTRUCTIONS TO BIDDERS

1. BID SECURITY

Each proposal must be accompanied by a bid bond or a certified or cashiers' check in the sum of five (5%) percent of the proposal, as a guarantee of good faith, drawn on a solvent bank and made payable to the order of the DAS/State Building Division, State of Nebraska, which will be retained by and may be forfeited to the DAS/State Building Division, State of Nebraska, as liquidated damage if such proposal is accepted, the Contract awarded, and the bidder or bidders fail to enter into a contract in form prescribed, with a satisfactory surety bond, within ten (10) days after such award is made.

The bid deposit of all except the three (3) lowest bidders may be returned within three (3) days after the opening of bids. The bid deposit of the three lowest bidders may be returned within 48 hours after the executed contract and required bonds have been finally approved by the Owner.

2. PLANS AND CONTRACT DOCUMENTS

Plans and Specifications (including Instructions to Bidders, General Conditions, and Special Provisions) and the Forms of Proposal, Contract and Bond, and all made a part of this Contract, are on file in the office of the DAS/State Building Division, State of Nebraska, and may be seen there; they may also be seen at Dodge Reports in Omaha, at the Builders Exchanges in Omaha and Lincoln, and at other locations listed in the Advertisement for Bids; plans and specifications can be obtained at the office named in the Advertisement for Bids.

3. WORKING CONDITIONS

Bidders are required to inform themselves fully on the conditions relating to construction and labor under which the work shall be or is now being performed, and the Contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other Contractor.

4. PRE-BID MEETING ATTENDANCE REGISTRATION

For projects that specify mandatory pre-bid meetings, bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the Mandatory Pre-Proposal Meeting Registration Sheet.

5. DRUG FREE WORK PLACE POLICY

The Contractor certifies that as a condition of the contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this contract. The DAS/State Building Division reserves the right to request a copy of the Contractor's Drug Free Work Place policy. The Contractor further agrees to insert a provision similar to this statement in all subcontracts for services required under this agreement. A copy of this policy on company Letterhead shall be submitted to the Owner prior to signing contracts.

6. OPEN COMPETITION

Whenever in these specifications a material or article is specified by using the specific description or name of a proprietary product or the name of a manufacturer or vendor, rather than by using descriptive detail of substance and function, any article which the DAS/State Building Division decides will perform the duties imposed adequately and to the same effectiveness, will be acceptable as a substitute in lieu of the material or article so specified.

7. INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he may submit a written request for an interpretation thereof by the consulting Architect or Engineer or the DAS/State Building Division, whichever has prepared the documents. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The DAS/State Building Division will not be responsible for any other explanation or interpretations of the proposed documents. No such Addendum will be issued during the five (5) days immediately preceding the bid date.

8. PROPOSAL FORM

All proposals must be submitted on forms furnished by the State Building Division, State of Nebraska, and must be legibly written in ink or by typewriter. PROPOSAL FORMS will be provided in the Project Manual for use for submittal for this project. No alteration in proposals by erasure, interlineations, or insertions will be permitted.

9. FILING OF PROPOSALS

Each proposal shall be enclosed in a sealed envelope endorsed "Proposal for (Name Project, Letting Time and Name of Bidder)" and filed with the DAS/State Building Division, State of Nebraska, located at Lincoln, Nebraska, prior to the time set for the opening of bids. No bid will be considered which has not been filed with the DAS/State Building Division before the time set in the advertisement.

No bidder may submit more than one proposal. Two proposals under different names will not be received from one firm or corporation.

Filing proposals utilizing the FAX copy system will not be acceptable.

10. SIGNATURE OF BIDDERS

Each proposal must be signed in ink with the full name of each person, firm or corporation interested in it, together with their business address or place of residence.

Bids which are signed for a partnership should be signed in the firm name by at least one of the partners or in the firm name by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation should have the correct corporate name there of and the signature of the president or other authorized officer of the corporation manually written below the corporation name following the words: "By."

11. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid at any time prior to the scheduled time for receipt of bids.

12. ACCEPTANCE OF BIDS

The DAS/State Building Division, State of Nebraska, reserves the right to waive any technicalities or informalities in bids and to accept or reject any or all bids when the Building Division considers it to be for the best interests of the State of Nebraska.

Where bidders attempt to condition their bids by stipulations not contained in the proposed contract documents, such bids may be disregarded as not responsive to the terms of the proposed Contract.

In submitting the proposal, the bidder agrees that the proposal may not be withdrawn during the period of sixty (60) days following the date of opening of the bids.

13. ALTERNATE PROPOSALS

All alternate proposals, when requested in the Proposal Form, shall be subject to the Owner's acceptance or rejection until 45 days after the Contractor has in writing informed the DAS/State Building Division he is withdrawing the alternate proposals.

14. BASIS OF AWARD OF CONTRACTS

The DAS/State Building Division, State of Nebraska, will not award the Contract to any bidder who does not furnish upon request satisfactory evidence that he has the necessary ability and experience in work of this character, and necessary financial resources, facilities, and plant to enable him to prosecute the same successfully and promptly and complete it within the time required in the contract.

Contract award, if made, will be to the responsible bidder submitting the lowest acceptable bid.

Upon completion of the selection of alternates, the DAS/State Building Division shall issue a letter of intent to award to the lowest acceptable bidder. The term "lowest acceptable bid" used in the above paragraph is defined as the lowest most responsible bidder offering the lowest total price for the combination of base bid and any alternate bids selected by the DAS/State Building Division. Participating bidders will have 10-days from issuance of the intent to award to file a protest/grievance.

15. WHEN AWARD EFFECTIVE

The Contract shall be deemed as having been awarded when formal written Notice of Award shall have been duly served upon the intended awardee by the DAS/State Building Division and both parties have signed the Contract.

16. FORMAL CONTRACT AND CONTRACT SECURITY

The successful bidder or bidders will be required to enter into a formal contract with the DAS/State Building Division, State of Nebraska. Form of Contract shall be same as the sample included in the Project Manual.

The successful bidder or bidders shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor and furnishing material in connection with this Contract. The bond to be executed by an acceptable surety company or companies authorized to execute surety bonds in the State of Nebraska. Form of performance and payment bonds shall be AIA Document No. A-312, Performance Bond and Payment Bond.

17. TIME OF COMPLETION

The Contractor shall commence work under the Contract on the earliest possible date after signing of Contract by both parties and shall fully complete all work thereunder within the time limit designated in the specifications and to be made a part of the Contract.

18. NUMBER OF COUNTERPARTS OF CONTRACT AND BOND REQUIRED

There shall be executed one (1) copy of the Contract Performance and Payment Bond and three (3) counterparts of the Contract.

19. NON-RESIDENT CONTRACTORS--REGISTRATION

Non-resident firms shall comply with the registration requirements and payment of fees to the Tax Commissioner of the State of Nebraska as defined in Sections 77-3101 through 77-3112, Revised Reissue Statutes of Nebraska.

20. FAIR LABOR STANDARDS

The proposal and the form of Contract contain a statement that the bidder is complying with, and will continue to comply with, fair labor standards in the pursuit of his business and in the execution of the work contemplated in this proposal.

Fair labor standards shall be construed to mean such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the area in the same business or field of endeavor as the contractor filing this proposal.

21. EXEMPTION FROM PAYMENT OF NEBRASKA SALES/USE TAX

The Contractor is exempt from payment of the Nebraska Sales/Use Tax under the regulations of the Nebraska Department of Revenue Act of 1967. The DAS/State Building Division will issue an Appointment of Purchasing Agent form and Exemption Certificates to the Contractor to be used for this project.

END OF INSTRUCTIONS TO BIDDERS