

727-004-12

ADDENDUM NO. 1

The Architect/ Engineer issues this addendum, applicable to the above named project, to all known Contractors before receipt of proposal.

This addendum includes Item Number 1-1 thru 1-2. This addendum item shall be fully incorporated into the Bidding/Contract Documents and have the same force and effect as though originally included.

The Bidder shall acknowledge receipt of this Addendum No. 1 on the Bid Proposal Form in the place provided.

ELECTRICAL

Specifications

Item 1-1 Instructions to Bidders

Revise paragraph 10 to read: The Owner has retained The Clark Enersen Partners to develop these specifications.

Item 1-2 Bid Form

A revised bid form is attached. This bid form includes a voluntary alternate for an 25 year warranty in lieu of means of fixture access.

END OF ADDENDUM NO. 1

BID FORM

PROJECT IDENTIFICATION:	Friend Public Schools Football Field Lighting Project, located in Friend, Nebraska
CONTRACT IDENTIFICATION AND NUMBER:	
THIS BID IS SUBMITTED TO:	Saline County School District 76-0068, a/k/a Friend Public Schools

1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

2.01 BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER’S Notice of Award. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, BIDDER, represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents, and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Number	Date
_____	_____, 2013
_____	_____, 2013
_____	_____, 2013
_____	_____, 2013

(b) BIDDER has visited the site and become familiar with, and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

(c) BIDDER is familiar with, and is satisfied as to all Federal, State and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work;

- (d) BIDDER has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities), if any, which have been identified in the General Conditions and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the General Conditions. BIDDER accepts the determination set forth in the “technical data” contained in such reports and drawings upon which BIDDER is entitled to rely as provided in Instructions to Bidders. BIDDER acknowledges that such reports and drawings are not Bidding Documents and may not be complete for BIDDER’S purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
- (e) BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site, which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the BIDDER and safely precautions and programs incident thereto.
- (f) BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Bidding Documents.
- (g) BIDDER is aware of the general nature of Work to be performed by OWNER and others at the Site that relates to Work for which this Bid is submitted as indicated in the Bidding Documents.
- (h) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- (i) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (j) The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity that is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 BIDDER will complete the Work in accordance with the Bidding Documents for the following price:

Bid of: _____

NOTE: BID must include all applicable taxes and fees.

5.02 At the bidder's option, the BIDDER may provide an alternate bid to provide a 25-Year signed warranty covering the entire system for 25 years OR for the maximum hours of coverage based on the estimated annual usage, whichever occurs first. Warranty shall guarantee light levels; lamp replacements; system energy consumption; monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations. Group lamp replacements for constant light systems must occur in accordance with the independent test report provided by the manufacturer; alternate systems must relamp every 2100 hours. This alternate bid shall include the elimination of ladders, steps and platforms and cages for service of the fixtures. Indicate below the amount of the additive or deductive cost to the original bid indicated in paragraph 5.01. Indicate clearly whether the cost is an add or deduct.

Alternate Bid of: _____

NOTE: Alternate BID must include all applicable taxes and fees.

7.01 Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions, Instructions to Bidders or Supplementary Conditions.

SUBMITTED on _____, 2013 by the BIDDER indicated below.

If BIDDER is

An Individual

By _____
(Signature)

Name: _____
(Individual's Printed Name)

doing business as _____

Business address: _____

Telephone No.: _____

A Partnership

By _____
(Partnership Name)

(Signature-General Partner)

Name: _____
(General Partner's Printed Name)

Business address: _____

Telephone No.: _____

A Corporation

By _____
(Corporate Name)

(State of Incorporation)

By _____
(Signature of Person Authorized to Sign)

Name: _____
(Name of Person Authorized to Sign)

Title: _____

Attest: _____
(Secretary)

Business address: _____

Telephone No.: _____

CERTIFICATIONS, VERIFICATIONS, CONSENTS AND AGREEMENTS: On behalf of myself and the above named bidder, I certify, warrant and represent to the School District/Owner that the foregoing fee bid is based on a full and complete examination of the Bidding Documents, and all other Contract Documents, including as determined necessary site examination; and that all statements, facts and representations made in all of our submittal documents and materials are true, correct, accurate, and complete, and may be relied upon by the School District/Owner in considering the firm's bid. I understand it is our responsibility to immediately provide updated and correct information if any of the information changes at any time. I understand that any omission, falsification or misrepresentation made by our firm in such documents and materials or any supplement thereto, will be sufficient grounds for failure to employ the firm or terminate any contract with the School District/Owner. I further acknowledge our firm's consent and agreement to comply at all times with all School District/Owner policies, regulations, directives, and practices.

On behalf of myself and the above named bidder, I certify, warrant and represent to the School District/Owner that the bidding firm, and its principals, is/are not presently declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency and that the bidding firm, and its principals, has/have not been terminated during the performance of a contract or withdrew from a contract to avoid termination.

Our firm is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants, and does not discriminate against any employee or applicant for employment by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation. By this submittal, our firm agrees, if selected, to actively continue and implement this policy throughout any awarded project.

If selected, our firm agrees to not assign any individual or agent to any work on an awarded project with a criminal record of a serious nature as defined by School District policy, regulations, practices or directives, including but is not limited to any of the following: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. Our firm authorizes and gives consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement.

Dated this ____ day of _____, 2013.

Authorized Representative

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Personally appeared before me the above-named _____, known to me to be the same person who executed the foregoing Bid Form and the same person who acknowledged and represented to me that he/she is the authorized representative of _____, that the facts and statements therein are true, the agreements are authorized, and that he/she is authorized to execute the foregoing Bid Form on behalf of the above-named individual, firm or corporation.

SUBSCRIBED and sworn to before me on _____, 2013.