



ARCHITECTURE • ENGINEERING • INTERIOR DESIGN

ADDENDUM

PROJECT: University of South Dakota
Joseph M. McFadden Hall
Reroof
Vermillion, South Dakota

ADDENDUM NUMBER

AD-1

ISSUED BY:

Matt Metcalf, Architect

PROJECT #: 13-0065

DATE ISSUED: Thursday, May 16, 2013

This addendum is issued by the Architect to all known bidders before receipt of proposals, for the purpose of explaining, interpreting, or modifying the original plans and specifications. When enumerated by the bidder upon the proposal sheet, the information or instructions given hereon will be equally binding upon all parties as if included in the original plans and specifications.

BIDDER MUST ENTER THE NUMBER OF THIS ADDENDUM ON HIS PROPOSAL SHEET

THE FOLLOWING ITEMS ARE APPLICABLE TO THE SPECIFICATIONS:

AD-1, ITEM 1:

Revise bid form attached.

END AD-1

BID FORM

**University of South Dakota
McFadden Hall, Building Re-roof
Vermillion, South Dakota
OSE# R0613--05x**

Date: May 16, 2013

To: State Engineer, Office of the State Engineer
Joe Foss Building
523 East Capitol
Pierre, South Dakota 57501

Phone: 605-773-3466
Fax: 605-773-5980

The undersigned, being familiar with the local conditions affecting the work, and with the Contract Documents, including the Invitation to Bid, Instructions to Bidders, Bid Form, Explanation of Alternates, Modification to Bid Form, Bid Bond Form, Performance and Payment Bond, Acknowledgment of Surety, Sample Certification of Surety, Non-Resident Bidder Affidavit, Form of Agreement for Construction, General Conditions, Special Conditions, Technical Specifications, Plans and Addenda which govern the purchase of material and labor and the awarding of contracts hereby proposes to do all the work and provide all the material and equipment which pertains to

**University of South Dakota
McFadden Hall, Building Re-roof
Vermillion, South Dakota
OSE# R0613--05x**

as provided for in the Plan and accompanying Specifications dated _____

for the following base bid and alternates:

BASE BID _____
_____ DOLLARS (\$ _____)

Alternate No. 1 - Add/Deduct to/from the base bid the sum of
_____ DOLLARS (\$ _____)

UNIT PRICES:

For changing quantities of work items from those indicated by the contract drawings upon written instruction from the Architect and State Engineer, the following unit prices shall prevail:

- 1. Remove and replace roof sheathing. \$_____ / 4'x8' plywood sheet.

The above unit prices shall include all labor, materials, bailing, shoring removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Article 14 of the General Conditions.

The Owner also reserves the unrestricted privilege to reject any unit prices for additions to or deductions from the scheduled amount of work as given in the Bid, if the same are considered excessive or unreasonable, or to accept by including the same in the contract as unit prices applicable in the event of addition to or deduction from the work to be performed under the contract, any or all such unit prices which may be considered fair or reasonable.

The above bid includes all applicable State and Municipal Sales and Use Taxes on materials, and State and Municipal Excise Taxes and all other State and Federal Taxes that would affect the amount of the bid. (See Instructions to Bidders-SD Sales and Use Tax Information for Public Contracts.)

In addition, any material furnished by the State for use in this project is subject to Use Tax and Excise Tax. The total taxable value of materials furnished by the State for this project is \$_____.

A Performance and Payment Bond as required by General Conditions will not be required on contracts which do not exceed Fifty Thousand Dollars (\$50,000). (See SDCL 5-21-1.1 as amended).

If discrepancies remain at the time of substantial completion, a value will be assigned to each of the discrepancies and two (2) times their estimated value will be retained from payment to the contractor until completed and accepted. (See SDCL 5-18-13 as amended).

Within ten (10) days after Contractor's receipt of the Agreement for Construction, the Contractor shall submit to the Office of the State Engineer, the executed Agreement for Construction, Performance and Payment Bond, Certificates of Insurance and Affirmative Action Plan (if applicable).

Work shall be commenced within ten (10) consecutive calendar days after written Notice to Proceed by the State Engineer and shall be substantially completed by Friday, August 2, 2013.

The undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each):

Addenda Nos. _____ dated _____ respectively.

The undersigned acknowledges that they have read and understand the Asbestos-Containing Materials Statement contained in the project manual.

Accompanying this proposal is a certified check, cashier's check or draft in the amount of 5% of the base bid and all add alternates, and drawn on a State or National Bank in the amount of \$_____

or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota, in the amount of \$_____. (Not applicable if Bid is under \$50,000.)

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any irregularities. It is further understood by the Bidder that he may not withdraw his Bid within 30 days after the actual opening thereof.

In submitting this bid, bidder asserts it has reviewed all provisions of the General Conditions including the provision for assessment of liquidated delay damages found in Article 10 of the General Conditions. Bidder agrees that the damages anticipated by the Owner in the event of delay in completion of the project are uncertain in amount and difficult to prove; the amount stipulated in Article III of the Agreement for Construction is a reasonable amount in light of the anticipated loss and injury; and the Owner's actual damages in the event of delay would be impracticable or extremely difficult to fix. Bidder agrees to be bound by the liquidated damages set forth in Article III of the Agreement for Construction. Bidder further agrees that the liquidated amount stipulated in Article III of the Agreement for Construction is not a penalty.

BIDDER: _____ (Type Name of Firm)
BY: _____ (Signature of Firm's Representative)
_____ (Type Name and Title of Firm's Representative)
TELEPHONE NO. _____
FACSIMILE NO. _____
E-MAIL ADDRESS _____
BUSINESS ADDRESS _____ _____
STATE OF INCORPORATION _____