



## ADDENDUM TO THE CONTRACT

for the

### JNU Aircraft Rescue & Firefighting Station Modifications Contract No. E16-146/AIP No. 3-02-0133-xxx-2016

**ADDENDUM NO.:** ONE

**CURRENT DEADLINE FOR BIDS:**  
July 7, 2016

**PREVIOUS ADDENDA:** NONE

**ISSUED BY:** City and Borough of Juneau  
ENGINEERING DEPARTMENT  
155 South Seward Street  
Juneau, Alaska 99801

**DATE ADDENDUM ISSUED:** June 30, 2016

The following items of the contract are modified as herein indicated. All other items remain the same. This addendum has been issued and is posted online. Please refer to the CBJ Engineering Contracts Division webpage at: [http://www.juneau.org/engineering\\_ftp/contracts/Contracts.php](http://www.juneau.org/engineering_ftp/contracts/Contracts.php)

#### **PROJECT MANUAL:**

- Item No. 1** SECTION 004113 – BID. **Delete** in its entirety, and **replace** with the attached BID - 00 4113 labeled Addendum No. 1.
- Item No. 2** SECTION 005200 AGREEMENT, **Delete** in its entirety and **replace** with the attached AGREEMENT 00 5200, labeled Addendum No. 1.
- Item No. 3** SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT – 008000, SGC 2: INSURANCE AMOUNTS, Paragraph D. Builders Risk insurance. **Delete** in its entirety and **replace** with:
- “D. Builders Risk insurance is not required for this project.”
- Item No. 4** SECTION POLYVINYL-CHLORIDE (PVC) ROOFING – 075419, PART 1 – GENERAL, Article 1.11 - WARRANTY **Delete** in its entirety and **replace** with the following:
- “1.11 WARRANTY
- A. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period.
1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners including non-penetrating fasteners, cover boards, substrate board, vapor barrier, insulation

adhesive, roofing accessories, walk pads and other components of complete membrane roofing system.

- a. Failure means leaks, damage to building not accessible to water intrusion, delamination of roofing assembly components, adhesive failure, seismic joint failure, failure of non-penetrating fasteners or any other conditions that would render reassembly ineligible for membrane manufactures warranty.
  2. Insulation Thermal Warranty: Provide a 20 year thermal warranty for the insulation.
  3. Warranty Period: 20 years from date of Substantial Completion of General Contract.
    - a. Only Special Warranty provided directly by Manufacturer will be accepted. Special Warranty by third party will not be considered.
  4. Litigation – In the event that litigation should be required, it shall occur in a court in the State of Alaska
  5. Warranty to include coverage for 110 mph 3 second peak gust.
- B. Special Project Warranty: Submit roofing Installer's warranty on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of membrane roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, and walkway products, for the following warranty period:
1. Warranty Period: Two years from date of Substantial Completion of General Contract.”

**Item No. 5** SECTION POLYVINYL-CHLORIDE (PVC) ROOFING – 075419, PART 2 – PRODUCTS, Article 2.3 - PVC ROOFING. **Delete** in its entirety and **replace** with the following:

“2.3 PVC ROOFING

- A. PVC Sheet: ASTM D 4434/D 4434M, Type III, fabric reinforced.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work are limited to the following:
    - a. Carlisle SynTec Incorporated. Basis of Design: Sure-Flex Membrane.
    - b. Sika Sarnafil AG
    - c. Johns Manville; a Berkshire Hathaway company.
  2. Thickness: 80 mils, nominal.
  3. Exposed Face Color: Gray.”

**Item No. 6** SECTION POLYVINYL-CHLORIDE (PVC) ROOFING – 075419, PART 2 – PRODUCTS, 2.4 AUXILIARY ROOFING MATERIALS. **Add** Paragraph H.

- “H. Contractors option in lieu of fully adhered roofing system a Non-Penetrating Mechanically Fastened Roofing System is acceptable. Provide proprietary clad metal plate/fastener system for use with electromagnetic induction welding technology.

**Item No. 7** SECTION WIRE MESH STORAGE LOCKERS – 105143, PART 2 – PRODUCTS, Article 2.1 – TURNOUT GEAR LOCKERS, Paragraph B. **Change** Locker size **from** (25 1/4" wide, 79" high x 20" deep) **to** (24" wide x 74 1/2" high x 20" deep).

**DRAWINGS:**

- Item No. 8** Sheet A201 - OVERALL FIRST FLOOR PLAN, Detail 1 FIRST FLOOR PLAN. **Replace** note (proximity of GL 4) regarding Interior Temp Fence **with** the following:
- Contractor to provide design to meet security requirements that isolate ARFF Apparatus parking from non-restricted areas.
  - Engineer fencing to resist 5lb/sf lateral load without penetrating concrete slab and without projecting into required path for Apparatus.
  - Owner's 6' high fencing panels are available for use by Contractor; must be returned to Owner without damage at completion of Work.
- Item No. 9** Sheet A201 - OVERALL FIRST FLOOR PLAN, Detail 1 FIRST FLOOR PLAN. **Replace** note (proximity of GL 5.5 and GL B) regarding 3' Gate **with** the following:
- Contractor to provide keypad gate lock "GTO Bulldog Pedestrian Gate Lock FM145" or approved equal.
- Item No. 10** Sheet A401 - ENLARGED FIRST FLOOR PLAN, Detail 1 - ENLARGED FIRST FLOOR PLAN. **Replace** note at SCBA equipment **with** the following:
- Store ex SCBA equipment within the building during construction as directed by Owner.
  - Move and install SCBA in final location when SCBA room is complete.
  - See Electrical.
- Item No. 11** Sheet A501 INTERIOR ELEVATIONS, Detail 1 SCBA 140 – WEST. **Replace** "File Cab" **with** "3 drawers of equal height".

By:   
Greg Smith,  
Contract Administrator

Total number of pages contained within this Addendum: 12

**BID - 004113**

**BID TO: THE CITY AND BOROUGH OF JUNEAU**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Contract Documents (as defined in Article 7 of Section 005200 - Agreement) to perform the Work as specified or indicated in said Contract Documents entitled

**JNU Aircraft Rescue & Firefighting Station Modifications  
Contract No. E16-146/AIP No. 3-02-0133-xxx-2016**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.

3. This Bid will remain open for the period of time stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.

4. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and 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 person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.

7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued	Addenda No.	Date Issued

**Give number and date of each addenda above. Failure to acknowledge receipt of all Addenda may cause the Bid to be non-responsive and may cause its rejection.**

**BID – 004113**

8. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE DEADLINE FOR BIDS. CHECK OR INITIAL THE BOX FOR EACH DOCUMENT INCLUDED IN BID. MISSING DOCUMENTS WILL DEEM THIS BID NON-RESPONSIVE:

- Bid, Section 004113 (includes addenda receipt statement)
- Completed Bid Schedule, Section 004114
- Bid Security (Bid Bond, Section 004313, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 000300)
- Contractor's Financial Responsibility (004310)
- Buy American Certificate, (004410)
- Complete DBE Bidder's Registration Form for Contractor (Section 005420 – Page 7)
- Review applicable regulations, (49CFR Part 26).

9. The Bidder has read this Bid and agrees to the conditions as stated herein by signing his/her signature

Dated: _____	Bidder: _____ (Company Name)
Alaska Contractor's Business License No: _____	By: _____ (Signature)
Alaska Contractor's License No: _____	Printed Name: _____
Telephone No: _____	Title: _____
Fax No: _____	Address: _____ (Street or P.O. Box)
Email: _____	(City, State, Zip)

in the space provided below.

10. The apparent low Bidder is required to complete and submit the following documents by 4:30 p.m. on the ***fifth business day*** following the date of the Posting Notice.

- Subcontractor Report, Section 005100;
- Comply with CBJ's DBE requirements, Section 005420;
- Complete Utilization Report for each DBE, Section 005420, if DBE goals are not achieved, the Contact Reports and Summary of Good Faith Efforts are required. (Forms are located in section 005420;
- Complete DBE Bidder's Registration Form (Section 005420-7), signed by each Subcontractor.

**BID – 004113**

The apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in Section 005100 – Subcontractor Report, will be found to be not a responsible Bidder and may be required to forfeit the Bid security. The Owner will then consider the next lowest Bidder for award of the contract.

11. The successful Bidder will be required to submit, within *Ten Days (calendar)* after the date of the “Notice of Intent to Award” letter, the following executed documents:
- Agreement Form, Section 005200
  - Performance Bond, Section 005300
  - Payment Bond, Section 005400
  - Certificates of Insurance, (Contractor) Section 007000 and Section 008000
  - Vets 4212 Federal Contractor Report, Section 005430
  - EEO - 1 Certification, Section 005500
  - EEO Estimated Employment Profile, Section 005500
  - EEO Notice to Labor Unions, Minority/Women Organizations, Section 005500
  - EEO Signature Page, Section 005500

**END OF SECTION**

**AGREEMENT - 005200**

THIS AGREEMENT is between THE CITY AND BOROUGH OF JUNEAU (hereinafter called Owner) and \_\_\_\_\_ (hereinafter called Contractor) Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK.**

Contractor shall complete the Work as specified or as indicated under the Bid Schedule of the Owner's Contract Documents **Contract E16-146/AIP No. 3-02-0133-xxx-2016, named JNU Aircraft Rescue & Firefighting Station Modifications.**

The Work is generally described as follows: Replacing existing Aircraft Rescue & Fire Fighting (ARFF) apparatus bays with larger facility. Work will include demolishing portions of existing building, and re-building in same general location, and miscellaneous related Work.

The Work to be paid under this contract shall include the following: Total Bid as shown in Section 004114 - Bid Schedule.

**ARTICLE 2. CONTRACT COMPLETION TIME.**

The Work must have substantial completion by June 1, 2017. Final completion shall be by July 1, 2017.

**ARTICLE 3. DATE OF AGREEMENT**

The date of this agreement will be the date of the last signature on page three of this section.

**ARTICLE 4. LIQUIDATED DAMAGES.**

Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner **\$1,000** for each Day that expires after the completion time(s) specified in Article 2 herein. The amount of liquidated damages specified above is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

**ARTICLE 5. CONTRACT PRICE.**

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds the amount set forth in the Bid Schedule. The Contractor agrees to accept as full and complete payment for all Work to be done in this contract for: **CBJ Contract E16-146/AIP No. 3-02-0133-xxx-2016, named JNU Aircraft Rescue & Firefighting Station Modifications,** those Lump Sum amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

The total amount of this contract shall be \_\_\_\_\_ (\$ \_\_\_\_\_), except as adjusted in accordance with the provisions of the Contract Documents.

## **AGREEMENT - 005200**

### **ARTICLE 6. PAYMENT PROCEDURES.**

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Architect as provided in the General Conditions.

Progress payments will be paid in full in accordance with Article 9 of the General Conditions until ninety (90) percent of the Contract Price has been paid. The remaining ten (10) percent of the Contract Price may be retained, in accordance with applicable Alaska State Statutes, until final inspection, completion, and acceptance of the Project by the Owner.

### **ARTICLE 7. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of this Agreement (pages 005200-1 to 005200-6, inclusive) and the following sections of the Contract Documents:

- Table of Contents (pages 000005-1 to 000005-2, inclusive).
- Notice Inviting Bids (pages 000300-1 to 000300-3, inclusive).
- Instructions to Bidders (pages 002113-1 to 002113-10, inclusive).
- Bid (pages 00 4113-1 to 00 4113-3, inclusive).
- Bid Schedule (pages 004114-1, inclusive).
- Bid Modification (pages 004115-1, inclusive).
- Contractor's Financial Responsibility (pages 004310-1 to 004310-2, inclusive).
- Bid Bond (page 004313-1, inclusive) or Bid Security.
- Buy American (pages 004401-1 to 004401-2, inclusive).
- Subcontractor Report (pages 005100-1 to 005100-2, inclusive).
- Insurance Certificate(s).
- Performance Bond (pages 005300-1 to 005300-2, inclusive).
- Payment Bond (pages 005400-1 to 005400-2, inclusive).
- Veteran's Participation – Vets 4212 Form (pages 005430-1 to 005430-5, inclusive).
- DBE and EEO Documents (Sections 005420 to 005440, inclusive).
- Federal EEO Bid Conditions (pages 005500-1 to 005500-11, inclusive).
- Federal Labor Standards, Reporting, and Prevailing  
Wage Rate Determination (page 005600-1, inclusive).
- Employment Security Tax Form (page 006100-1, inclusive).
- Completion Certificate and Release Form (pages 006200-1, inclusive).
- General Conditions (pages 007000-1 to 007000-46, inclusive).
- Supplementary General Conditions (pages 008000-1 to 008000-15, inclusive).
- Technical Specifications as listed in the Table of Contents.
- Drawings consisting of 70 sheets, as listed in the Table of Contents.
- Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- Change Orders which may be delivered or issued after the Date of the Agreement and which are not attached hereto.

There are no Contract Documents other than those listed in this Article 7. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.3 of the General Conditions.



**AGREEMENT - 005200**

**ARTICLE 8. MISCELLANEOUS.**

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents. This Agreement shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed on the date listed below signed by Owner.

**OWNER:**

**CONTRACTOR:**

\_\_\_\_\_ City and Borough of Juneau

\_\_\_\_\_ (Company Name)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Signature)

By: Duncan Rorie Watt, City & Borough Manager  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name, Authority or Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_  
(Contractor Signature Date)

Owner's address for giving notices:

Contractor's address for giving notices:

\_\_\_\_\_ 155 South Seward Street

\_\_\_\_\_

\_\_\_\_\_ Juneau, Alaska 99801

\_\_\_\_\_

\_\_\_\_\_ 907-586-0873 907-586-4530  
(Telephone) (Fax)

\_\_\_\_\_ (Telephone) (Fax)

\_\_\_\_\_ (E-mail address)

Contractor License No. \_\_\_\_\_

**AGREEMENT - 005200**

**CERTIFICATE**

**(if Corporation)**

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Board of Directors of the \_\_\_\_\_ a corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ President of the Corporation, be and is hereby authorized to **execute the Agreement** with the CITY AND BOROUGH OF JUNEAU and this corporation and that the execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Secretary

(SEAL)

**AGREEMENT - 005200**

**CERTIFICATE  
(if Partnership)**

STATE OF            )  
                          ) SS:  
COUNTY OF        )

I HEREBY CERTIFY that a meeting of the Partners of the  
\_\_\_\_\_ a partnership existing under the laws of the State  
of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly  
passed and adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is  
hereby authorized to **execute the Agreement** with the CITY AND BOROUGH OF JUNEAU and  
this partnership and that the execution thereof, attested by the \_\_\_\_\_ shall be  
the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_,  
20\_\_\_\_\_.

Secretary

(SEAL)

**AGREEMENT - 005200**

**CERTIFICATE  
(if Joint Venture)**

STATE OF            )  
                          ) SS:  
COUNTY OF        )

I HEREBY CERTIFY that a meeting of the Principals of the  
\_\_\_\_\_ a joint venture existing under the laws of the  
State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and  
adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the  
Joint Venture, be and is hereby authorized to **execute the Agreement** with the CITY AND  
BOROUGH OF JUNEAU and this joint venture and that the execution thereof, attested by the  
\_\_\_\_\_ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of  
\_\_\_\_\_, 20\_\_\_\_.

Secretary

(SEAL)

**END OF SECTION**