

ADDENDUM #3

1.01 PROJECT INFORMATION

- A. Project Name: Iowa Judicial Branch Building Chiller Replacement
- B. Owner: Iowa Judicial Branch
- C. Owner Project Number: JBFSS2425B
- D. Engineer: Resource Consulting Engineers, LLC.
- E. Engineer Project Number: 2025.023.00.
- F. Date of Addendum: 10/10/2025

1.02 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Regulations of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. The date for receipt of bids is unchanged by this Addendum, at same time and location.

1.03 ATTACHMENTS

- A. 004116 – Bid Form.
- B. 012200 – Unit Prices.

1.04 REVISIONS TO DIVISIONS 00 - 49 SPECIFICATION SECTIONS

- A. Specification Section 000110 – Table of Contents
 - 1. 2.01 Division 01 – General Requirements. Modify Article 2.01 to read as follows:
 - “A. 01 1200 Contract Summary
 - B. 01 2200 Unit Prices
 - C. 01 2500 Substitution Procedures
 - D. 01 2600 Contract Modification Procedures
 - E. 01 2900 Payment Procedures
 - F. 01 3100 Project Management and Coordination
 - G. 01 3300 Submittal Procedures
 - H. 01 4000 Quality Requirements
 - I. 01 5000 Temporary Facilities and Controls

- J. 01 6000 Product Requirements
- K. 01 7300 Execution
- L. 01 7700 Closeout Procedures
- M. Substantial Completion Checklist
- N. Final Completion Checklist"

2. 2.02 Division 23 – Heating, Ventilating, and Air Conditioning(HVAC). Modify Paragraph G to read as follows:

“G. Not Used”

B. Specification Section 002113 – Instructions to Bidders

1. Add the following article:

“3.29 UNIT PRICES

- A. Bidders are to bid all unit prices requested on the Bid Form. Indicate the price for unit prices described, as shown on the Drawings and specified in the Project Manual, and identify in the correct location on the Bid Form. Refer to Section 012200 – Unit Prices.”

C. Specification Section 004116 – Bid Form (reissued)

1. Refer to attachment 004116 – Bid Form. Add the following paragraph after the paragraph titled “BASE BID:” and before the paragraph titled “ALTERNATE:”:

“UNIT PRICE LIST:

The following are unit prices for specific portions of the work as listed and are applicable to authorized variations from the contract documents. Unit prices shall not be included in the base bid amount.

01 – Temporary chiller setup and transport (LUMP SUM):

1. \$ _____

02 – Temporary Chiller Rental (UNIT of measure: PER WEEK):

2. \$ _____ PER WEEK.”

D. Specification Section 012200 – Unit Prices

1. Add section 012200. Refer to attachment.

E. Specification Section 230913 – Instrumentation and Control Devices for HVAC

1. Delete section 230913. Controls provided by owner.

1.05 REVISIONS TO DRAWING SHEETS

A. Drawing MD101 – GROUND LEVEL – MECHANICAL HVAC PLAN – DEMOLITION

1. Keynote Legend. Modify Keynote #1 to read the following:

“REFRIGERANT MONITORING SYSTEM SHALL BE REMOVED BY OWNER.”

B. Drawing MD201 – GROUND LEVEL – MECHANICAL PIPING PLAN – DEMOLITION

1. Keynote Legend. Modify Keynote #2 to read the following:

“UNIT PRICE: PROVIDE 100-TON TEMPORARY AIR-COOLED CHILLER AND ALL ASSOCIATED PIPING, HOSES, SUPPORTS, ACCESSORIES, CONTROLS, CONDUCTORS, POWER CONNECTIONS, AND PIPING CONNECTIONS TO PROVIDE A TEMPORARY, OPERATIONAL CHILLED WATER PLANT. THE TEMPORARY CHILLER SHALL BE OPERATIONAL DURING REMOVAL OF THE EXISTING CHILLER AND INSTALLATION OF THE NEW CHILLER. MINIMIZE COOLING SYSTEM DOWN TIME. COORDINATE WITH THE OWNER ON EXACT LOCATION OF TEMPORARY CHILLER TRAILER.

A TEMPORARY CHILLER MAY NOT BE REQUIRED IF THE CHILLER REPLACEMENT OCCURS BEFORE THE COOLING SEASON FOR THE BUILDING (MARCH 15) OR IF THE OUTSIDE AIR TEMPERATURE IS 58°F OR COOLER DURING THE REPLACEMENT.

THE TEMPORARY CHILLER SHALL NOT BE A PART OF THE BASE BID AMOUNT; REFER TO THE PROJECT MANUAL FOR UNIT PRICING REQUIREMENTS.”

C. Drawing M101 – GROUND LEVEL – MECHANICAL HVAC PLAN – NEW WORK

1. Keynote Legend. Modify Keynote #2 to read the following:

“REFRIGERANT MONITORING SYSTEM BY OWNER. OWNER SHALL PROVIDE DRY CONTACTS FOR CONTROL OF EF-3A.”

2. Keynote Legend. Modify Keynote #3 to read the following:

“OWNER SHALL CONNECT EXHAUST FAN EF-3A TO NEW REFRIGERANT MONITORING SYSTEM. FAN SHALL NORMALLY BE "OFF". WHEN REFRIGERANT IS DETECTED, THE FAN SHALL BE "ON".”

END OF ADDENDUM

SECTION 004116

BID FORM

BID FORM for CONSTRUCTION CONTRACT

Judicial Branch Building Chiller Replacement

Iowa Judicial Branch
1111 E Court Ave
Des Moines, Iowa 50319

The following information is to be completed and submitted with your bid.

1. Bid Form - Completed and Signed (to be emailed with bid submission)
2. Bid Security – 5% of total Bid amount (a copy to be emailed with bid submission)

Authorized Representative:

The undersigned Bidder, in response to your Request for Bid for construction of the above project, having examined the Drawings, Specifications, and other Bidding Documents dated September 23, 2025, and Addenda issued and acknowledged below as received and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies to perform all work to construct the project in strict accordance with the proposed Contract Documents, within the time and at the prices stated below. Prices are to cover all expenses incurred in performing the work required under the proposed Contract Documents, of which this bid is a part.

Bidder acknowledges receipt of the following Addenda which are a part of the Bidding Documents and for which any effect on cost of the Work is included in the bid amounts indicated:

Number _____ _____ _____ _____ _____
Dated _____ _____ _____ _____ _____

Note that the State of Iowa is exempt from State and Local sales and use taxes (including local option and school option) for this project. Taxes on construction materials shall NOT be included in the bid amounts.

Amounts shall be indicated in both words and figures. In case of discrepancy, the amount indicated in words shall govern.

BASE BID:

Single-Prime (All Trades) Contract. Bidder proposes and agrees to perform all work as described in the Construction Documents for the sum of:

_____ Dollars

(\$ _____).

UNIT PRICE LIST:

The following are unit prices for specific portions of the work as listed and are applicable to authorized variations from the contract documents. Unit prices shall not be included in the base bid amount.

01 – Temporary chiller setup and transport (LUMP SUM):

1. \$ _____

02 – Temporary Chiller Rental (UNIT of measure: PER WEEK):

2. \$ _____ PER WEEK.

ALTERNATES: NONE

Bidder hereby certifies that:

1. This bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation;
2. Bidder has not directly or indirectly induced or solicited any other bidder to put in 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 any advantage over any other bidder or over the Owner.
3. Bidder hereby certifies that the Bidder is registered with the Iowa Labor Commissioner as a Contractor as required by Chapter 91C, Code of Iowa.
4. Bidder agrees to comply with all Federal and State Affirmative Action/Equal Employment Opportunity requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.
5. All construction under this Contract shall conform to the requirements of the *Iowa State Building Code*.
6. Bidder agrees that this bid shall remain valid and shall not be withdrawn for a period of thirty (30) calendar days after the date for receipt of bids.
7. Bidder agrees that if written notice of acceptance of this bid is mailed, emailed, or delivered to the undersigned within thirty (30) days after the date in which bids are due, or at any time thereafter before it is withdrawn, the undersigned will sign and return the Contract Agreement, prepared in accord with the Bidding Documents and this bid as accepted; and will also provide proof of insurance coverage and required surety bonds.

- 8. Bidder understands that the Owner reserves the right to reject any and all bids, and to waive irregularities or informalities and enter into a contract for the work, as the Owner deems to be in the best interest of the State.
- 9. Bidder understands that the Owner reserves the right to accept any, or no, Alternate Bid, if requested, and that the Alternate Bids may be considered in any order or combination, and the low Bidder shall be determined on the basis of the sum of the base bid and any Alternate(s) accepted.

Subcontractors:

The Trade Contractor must identify all Subcontractors and Suppliers within 48 hours of the published date and time for which bids must be submitted, in accordance with Iowa Code Section 8A311, as amended by House File 646 in 2011. Subcontractors and suppliers may not be changed without the approval of the Owner. Requests for changing a Subcontractor or supplier must identify the reason for the proposed change, the name of the new Subcontractor or supplier, and the change in the subcontractor or supplier price as a result of the change. Any reduction in subcontractor or supplier price as a result of the change, if the change is approved by the Owner, shall be deducted from the Trade Contract Price via a deductive Change Order. Any such changes, if approved by the Owner, which result in an increase in the Trade Contract Price shall be borne by the Trade Contractor.

Enforcement of Reciprocal Resident Bidder Preference, per Iowa Code 73A.21.

All bidders shall either check the box next to "Resident Bidder" or check the box next to "Nonresident Bidder" and by doing so and signing thereafter certifies and attests to the same. All information requested must be provided. Seek out the advice of an attorney if you have questions.

"Resident Bidder" means a person or entity authorized to transact business in of the State of Iowa and having a place of business for transacting business within the State of Iowa at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. Note, however, that if a nonresident bidder's state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

Resident Bidder
Name of Resident Bidder: _____

By: _____
Authorized Agent and Signatory of Resident Bidder

OR:

Nonresident Bidder
Name of Nonresident Bidder: _____

Name of State or Foreign Country of Nonresident Bidder: _____

Particularly identify and describe any preference, labor preference, or any other type of preferential treatment, in effect in the nonresident bidder's state or foreign country at the time of this bid:

NOTICE: Nonresident Bidders domiciled in a state or country with a resident labor force preference shall make and keep, for a period of not less than three years, accurate records of all workers employed on the public improvement. The records shall include each worker's name, address, telephone number when available, social security number, trade classification, and the starting ending time of employment.

By: _____

Authorized Agent and Signatory of Nonresident Bidder

Bid Form shall be signed by an officer of the company with authority to bind in a contract.

Notice of acceptance of this bid, or request for additional information by the Department of Administrative Services, may be addressed to the undersigned at the address set forth below:

Legal Name of Firm: _____

Date: _____

Signature of Bidder: _____

Title: _____

Typed Name of Signatory: _____

Email: _____

Business Address:

Telephone Number: _____ Fax Number: _____

Federal Tax Identification Number: _____

Iowa Contractor Registration Number: _____

Bidder Safety Manager Name: _____

For an out-of-state Bidder, Bidder certifies that the Resident Preference given by the State or Foreign Country of Bidder's residence, _____, is _____%.

END OF SECTION

**SECTION 012200
UNIT PRICES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.
- C. Defect assessment and non-payment for rejected work.

1.02 RELATED REQUIREMENTS

- A. Document 004322 - Unit Prices Form: List of Unit Prices as supplement to Bid Form

1.03 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.04 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.05 MEASUREMENT OF QUANTITIES

- A. Take all measurements and compute quantities. Measurements and quantities will be verified by Engineer.
- B. Stipulated Price Measurement: Items measured by a single lump sum, and unit of time for the duration of use for item.

1.06 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Engineer, multiplied by the unit price.
- B. Conditions for unit pricing include:
 - 1. The setup date and rental time shall start based on a mutually agreeable time between the Owner, Engineer, and Contractor with a temporary cooling start date of no later than April 15, 2026.
 - 2. The rental time shall terminate one (1) weeks after substantial completion date. Substantial completion date to be based on issuing a certificate of substantial completion by the Engineer. See section 01 7700 - Closeout Procedures for additional details.
- C. Payment will not be made for any of the following:
 - 1. Preventable delays or schedule extensions by the Contractor as determined by the Engineer.
 - 2. Products remaining after completion of the Work.

1.07 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not complying with specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct one of the following remedies:
 - 1. The defective Work will be partially repaired to the instructions of the Engineer, and the time accrual for the total added cost will be adjusted at the discretion of Engineer.

1.08 SCHEDULE OF UNIT PRICES

- A. 01 - Temporary Chiller Setup: Provide a lump sum price for all transport, setup, startup, and decommissioning of the temporary chiller. This lump sum to include providing temporary piping, supports, electrical cabling and electrical disconnect.

- B. 02 - Temporary Chiller Rental: Provide a unit price based on a dollar amount per week for use of a temporary chiller. The unit price payment will be assessed based on actual use of the temporary chiller as defined above, and beyond the minimum charge for transport and setup of the chiller.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION