



**RIVER FOREST PUBLIC LIBRARY
NOTICE OF ADDENDUM
LOBBY AND STAFF AREA RENOVATIONS - BID ADDENDUM 1**

Amendment Date: January 10, 2019

This addendum shall be considered part of the bid documents and is issued to change, amplify, or delete from or otherwise explain these documents where provisions of this addendum differ from those of the original documents. This addendum shall have precedence over the original documents and shall govern.

Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

When submitting all bid proposals, this Addendum Acknowledgment Form must be included in the bid submittal, and the Addendum shall be acknowledged on the Bid Form.

This Addendum 1 consists of two (2) pages and has the following information to be incorporated into the Bid Specifications:

1. Article 8 of AIA Document 701 "Instruction to Bidders" is hereby amended to read in its entirety as follows:

The Agreement for the Work will be written on AIA Document A105 – 2017, "Standard Short Form of Agreement Between Owner and Contractor" as modified by the "Rider to the Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project (AIA Document A105 – 2017) the River Forest Public Library ("Owner") and _____ ("Contractor") Dated _____, 2019" (together the "Agreement"), except that the Owner will only consider bids which include separate pricing for the two (2) alternatives below regarding the warranty in the Section 8.5 of the AIA Document 105 – 2017 "Standard Short Form of Agreement Between Owner and Contractor," to be entered into with the winning bidder. Provide an alternative bid for each of the following two (2) provisions to be used in Section 8.5 of the Agreement:

AIA 105 – SECTION 8.5 ALTERNATIVE 1 (INCLUDE IN BASE BID)

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects in material and workmanship for one (1) year from the date of issuance of the final payment by Owner, and deficiencies shall be corrected by the Contractor immediately upon notification from the Owner; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner,

and shall commence in accordance with Section 12.5. Such warranty does not preclude the Owner's right to bring action for breach of this Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

AIA 105 – SECTION 8.5 ALTERNATIVE 2 (TO BE ADDED AS ALTERNATE BID #5)

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects in material and workmanship for three (3) years from the date of issuance of the final payment by Owner, and deficiencies shall be corrected by the Contractor immediately upon notification from the Owner; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5. Such warranty does not preclude the Owner's right to bring action for breach of this Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- 2. All provisions of the bid documents not amended herein shall remain in effect.
- 3. Revised Document 004323 (Alternates Form) and Section 12300 (Alternates) will be issued in a subsequent addendum for bidders to enter pricing for this alternate bid item.

I hereby acknowledge receipt of documents pertaining to the above-referenced bid.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP _____

PHONE: (____) _____ FAX: (____) _____

E-MAIL: _____

(Signature)

(Date)

End of Addendum #1