July 16, 2012

Yakima County Departmental Relocations Phase 1
Yakima County Project No. PW12-024
Wardell Architects Project No. 1046.41

ADDENDUM NO. 1

To the Contractors, Subcontractors and Suppliers:

The following items contain additions, deletions, or modifications to the plans and specifications. This addendum forms a part of the Contract Documents and shall be bound inside the cover of the Project Manual.

General:

A site visit was held July 11, 2012. A list of attendees is attached to this Addendum. The following changes and clarifications to the drawings were discussed during the site visit. Also see individual items in this Addendum for further changes/clarifications.

1. Video Visiting/Home Detention Space (GA Building): Work beginning in this area will depend on when it is vacated. Move of WSU Extension, the present tenant, is currently scheduled to begin August 6, complete by August 10.
2. GIS space (Courthouse): For the purposes of bidding assume that work in this area by the curtainwall contractor will be complete.
3. There will not be an electrical transformer required for power to the GIS space. Power will feed from the 2nd floor electrical room located directly above the 1st floor electrical room. See this Addendum for further information.
4. Work in the GIS space includes installation of workstations, which are currently stored in the old courthouse jail area. Contractor will be expected to transport from that point to the GIS space.
5. Access to the building will be thru the main entry, so will need to go thru the security checkpoint. Tools can be transported in a locked box, a locked toolbox can also be established inside to leave tools in. The main concern is that all tools be monitored and not left where the public can get to them. Materials will probably be able to enter the building thru a different door; the Facilities Department will coordinate with the Contractor.
6. Facilities staff begins work at 7:30 am, so that might be an appropriate time to start work, although schedules can be adjusted to work for everyone.
7. Accounting/Surface Water (Courthouse 4th Floor): Again, much of the work will involve workstation relocation.
8. The mechanical wall units in Surface Water that are to be removed are still active; Facilities will turn off and drain.
9. The Surface Water area is an addition to the main Courthouse; it was originally a roof and the present roof structure is steel bar joists with little free space above the ceiling. The new HVAC unit is located on the original mechanical room roof, which has a concrete lid.
10. Power in this area will also not require a transformer as noted in the documents. See this Addendum for further information.

11. In all cases, the adjacent spaces in both buildings will be occupied and in use by both employees and the public during the duration of the project.

**Drawings**

Sheet A202, Surface Water & Accounting Floor Plan, Note 4: Add the following: "Patch carpet where the units are removed. Carpet is Philadelphia Ayers Hall 2, Style # 50396, color # 96501, color name-Privilege. Note that carpet must be purchased, Owner does not have material for patching."

Sheet M201 Surface Water Mechanical Plan, Note 3: Change to read: "Install 2 each inverters Mitsubishi 'City Multi' PUMY-P36NHiMU outdoor units on roof of mechanical room 445."

Sheet E101, GIS Floor, Power and Lighting Plans: Replace original sheet with new one issued herewith. Changes affect location of power panels for connection to new power and lighting.

Sheet E102, Surface Water & Accounting Floor, Power and Lighting Plans: Replace original sheet with new one issued herein. Changes involve use of two roof-top inverters rather than one for the new HVAC system in Surface Water 400.

Sheet E102, Surface Water & Accounting Floor, Power and Lighting Plans: Move the existing main light switch from its present location to the south side of door 400-1. Feed may be in exposed conduit on wall.

**Project Manual**

Notice to Bidders, 00010-1, line 29-30: Change in their entirety to read as follows:

"Each bid must be sealed and clearly marked with the project name and "Do not open prior to Bid Opening Time." Bids must be submitted on a non-watermarked Bid Form. All bidders must be on Yakima County's Plan Holder List. Purchasing plan sets from Yakima County will automatically place your name on the Plan Holders List and provide non-watermarked Bid Forms. Bids received after the aforementioned time will not be considered."

Section 00100, Instructions to Bidders, p. 1, line 13: Delete the following sentence: "For security reasons..."

Section 00100, Instructions to Bidders, p. 1, line 29-32: Delete the paragraph in its entirety and replace with the following:

"A Plan Holders List will be maintained by Yakima County. Purchasing plan sets from Yakima County will automatically place your name on the Plan Holders List. For informational purposes, the List may be viewed online at www.co.yakima.wa.us/publicservices/default.htm."

Section 00100, Instructions to Bidders, p. 3, line 18: Delete: "...from the Architect". Replace with "...from the Owner."

Section 00800, General Conditions, p. 13, § 3.2.3, line 3: Change "Paragraph 4.3" to "Paragraph 15.1". Line 7, Change "Subparagraph 4.3.10" to "Subparagraph 15.1.6".
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Section 00800, General Conditions, p. 16, § 3.7.6, line 5: Change "Subparagraph 4.3.10" to "subparagraph 15.1.6".

Section 00800, General Conditions, p. 21, § 3.18.3, line 3: Delete in its entirety and insert the following:

"§ 3.18.3 The Contractor intends that its duty to indemnify the Owner, Architect, Architects consultants, or any of their agents or employees shall be effective regardless of any provisions to the contrary in Title 51 RCW. Accordingly, the Contractor hereby expressly waives its immunity from tort liability under Title 51 RCW, but only to the extent such immunity would otherwise bar or limit the Contractor's indemnification of the Owner, Architect, Architect's consultants, or any of their agents or employees for injuries or losses experienced by the Contractor's workers or employees caused by the negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by either of them or anyone for whose acts either of them might otherwise be liable."

Section 00800, General Conditions, p. 24, Insert the following after § 5.2.4:

"§ 5.2.5 Contracts between the contractor and each Subcontractor shall require the Subcontractor to waive its immunity from tort liability under Title 51 RCW, but only to the extent such immunity would otherwise bar or limit the Subcontractor's indemnification of the Owner, Architect, Architect's consultants, or any of their agents or employees for injuries or losses experienced by the Subcontractor's workers or employees caused by the negligent acts or omissions of the Subcontractor, or anyone directly or indirectly employed by either of them or anyone for whose acts either of them might otherwise be liable."

Section 00800, General Conditions, p. 24, Change Subparagraph 5.2.5 to 5.2.6. Change reference in line 1 from "5.2.4" to "5.2.5."

Section 00800, General Conditions, p. 37, § 11.1.1.9, Change to read: "...the higher of two million dollars ($2,000,000.00) combined..."

Section 00800, General Conditions, p. 38, Following e following § 11.1.3.4 Insert the following:

"§ 11.1.4 Not Used.

§ 11.1.5 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 11.1.6 INSURANCE REQUIREMENTS FOR CONTRACTORS: The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or damages to persons or property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

§ 11.1.7 MINIMUM SCOPE OF INSURANCE

11.1.7.1 Coverage shall be at least as broad as:
   1. Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0025).
2. Insurance Services Office form number CAS001 (Ed 178) covering Automobile Liability code 1 "any auto" and endorsement CA0025.
3. Workers’ Compensation insurance as required by the State of Washington.

The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. The Contractor shall cause the Owner, its officers, and employees to be named as additional insured in all policies called for herein. The Contractor shall provide the Owner with a copy of said additional insured endorsement and certified copy of the Contractor’s insurance policy or policies at the time of execution of a contract with the Owner. The procuring of such insurance shall not be construed to fulfill the indemnification provisions and requirements of this Contract.

§ 11.1.8 MINIMUM LIMITS OF INSURANCE:

11.1.8.1 The Contractor shall maintain limits no less than:
   1. General Liability: $2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   2. Automobile Liability: $1,000,000 combined single limit per occurrence for bodily injury and property damage.
   3. Worker’s Compensation; limits as required by the State of Washington.

§ 11.1.9 DEDUCTIBLES AND SELF-INSURED RETentions:

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the Contractor shall eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall procure a bond for an amount at least 150% of such deductible or self-insured retention guaranteeing payment of losses and related investigations, claim administration and defense expenses.

§ 11.1.10 OTHER INSURANCE PROVISIONS:

11.1.10.1 The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
The Owner, its officers, officials, and employees are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, and employees.
11.1.10.2 The Contractor’s insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees and volunteers shall be in excess of the Contractor’s insurance and shall not contribute to it.
11.1.10.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees or volunteers.
11.1.10.4 The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
11.1.10.5 Each insurance policy required by this clause shall be endorsed to state that coverage shall
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not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 45
days prior written notice by certified mail, return receipt requested, has been given to the Owner.

§ 11.1.11- ACCEPTABILITY OF INSURERS:
Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

§ 11.1.12- VERIFICATION OF COVERAGE:
The Contractor shall furnish the Owner with a copy of all insurance policies and endorsements as
required and a worker's compensation status letter affecting required coverage. The policy(ies),
endorsements, policy forms, and certificates are to be signed by a person authorized by that insurer to
bind coverage on its behalf. All policies, endorsements, policy forms, certificates, and letters are to be
received and approved by the Owner before this Agreement will be signed by Owner or become
effective in any respect.

§ 11.1.13- SUBCONTRACTORS
A. The Contractor shall include all subcontractors as additional insureds under its policies or shall
furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors
shall be subject to all the requirements stated herein."

Technical Specifications, Section 01010 Summary of the Work, p. 2, line 17: Add the following:

- “Work in the General Administration Building should be available for move-in by the occupants
  September 1.”

END OF ADDENDUM NO. 1
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