

ADDENDUM NO. 1

TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

TO: ALL PLANHOLDERS AND PROSPECTIVE BIDDERS

FOR: MILLARD PUBLIC SCHOOLS
MPS DSAC PAVING REPLACEMENT PHASE 2
LRA JOB NO. 0118157.01-020

OWNER: MILLARD PUBLIC SCHOOLS, NEBRASKA

ENGINEER: LAMP, RYNEARSON & ASSOCIATES, INC.
14710 WEST DODGE ROAD, SUITE 100
OMAHA, NEBRASKA 68154-2027

DATE: JANUARY 2, 2019

The following changes, corrections, clarifications, and additions shall be made to the Plans, Specifications, and Contract Documents for the above-named project and shall be as binding as if incorporated in the original Contract Documents. The Contractor shall acquaint himself with all aspects of this Addendum.

All other provisions and stipulations of the Contract Documents remain in effect as originally issued.

The Contractor shall acknowledge receipt of all addenda on the Proposal Form.

The following shall be deleted, modified, or added to as follows:

CONTRACT DOCUMENTS

Within the Bid Form (page B-4) the ARTICLE 5 – TIME OF COMPLETION shall be revised as follows:

5.01 Bidder agrees that the Work will be substantially complete within 0 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within calendar days after the date when the Contract Times commence to run. Bidder agrees that the site shall be available to begin construction on or after JUNE 1, 2019. Regardless of the start date, all Work shall be substantially complete with all equipment removed from the site before AUGUST 4, 2019. Bidder accepts these potential consequences and shall make any necessary provisions in their schedule to account for any possible delays in the start date of the Work in order to insure that, regardless of the start date, Work is substantially completed by AUGUST 4, 2019. Substantial completion shall be reached when all improvements shown on the contract documents are complete.

Within the Instructions to Bidders (page IB-3) ARTICLE 5 – PRE-BID CONFERENCE shall be revised as follows:

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at 1:00 p.m. local time on January 3, 2019 at MPS Support Service Center, 13906 F Street, Omaha, Nebraska. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

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Within the Supplementary Conditions (page SC-13) add ARTICLE 12 as follows:

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC-12.03.A.

In Paragraph 12.03.A, delete "abnormal weather conditions" from the second sentence.

SC-12.03.C.

In Paragraph 12.03.C, delete "abnormal weather conditions" from the first sentence.

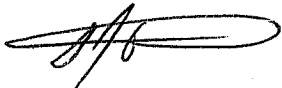
A revised bid form is enclosed for your use.

ENCLOSURE

END OF ADDENDUM

Sincerely,

LAMP RYNEARSON



D. Joe Oetken, P.E.
Vice President

ADDENDUM NO. 1

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

MILLARD PUBLIC SCHOOLS
Don Stroh Administration Center
5606 South 147th Street
Omaha, NE 68137

MPS DSAC PAVING REPLACEMENT PHASE 2
147TH STREET AND Q STREET
0118157.01-020

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 1 – BIDDER’S ACKNOWLEDGEMENTS

1.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 2 – BIDDER’S REPRESENTATIONS

2.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in

the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 3 – BIDDER'S CERTIFICATION

3.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 4 – BASIS OF BID

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
1.	MOBILIZATION	1	LS		
2.	SAW CUT - FULL DEPTH	90	LF		
3.	REMOVE PAVEMENT	1,570	SY		
4.	REMOVE SIDEWALK	1,700	SF		
5.	UTILITY RELOCATION ALLOWANCE	1	LS	\$4,000.00	\$4,000.00
6.	BARRICADING	1	LS		
7.	MAINTAIN CONSTRUCTION ENTRANCE AND STAGING AREA	1	LS		
8.	INSTALL SILT FENCE	400	LF		
9.	REMOVE, REPLACE, AND CLEANOUT DAMAGED SILT FENCE	200	LF		
10.	INSTALL TREE PROTECTION	6	EA		
11.	EARTHWORK EXCAVATION (HAUL-OFF) - ASSUMED QUANTITY	100	CY		
12.	EARTHWORK EXCAVATION (UNSUITABLE MATERIAL) - ASSUMED	50	CY		
13.	EXPLORATORY EXCAVATION - ASSUMED	10	HR		
14.	GENERAL GRADING AND SHAPING	1	LS		
15.	SUBGRADE PREPARATION	1,740	SY		
16.	CONSTRUCT SCOUR STOP MAT	32	SF		
17.	CONSTRUCT 7" CONCRETE PAVEMENT - TYPE L65	1,510	SY		
18.	CONSTRUCT 5" CONCRETE SIDEWALK - TYPE L6	1,700	SF		
19.	CONSTRUCT CONCRETE FLUME	1	EA		
20.	CONSTRUCT PERMANENT PAINT MARKING - 4" WHITE	792	LF		
21.	ROLLED EROSION CONTROL MATTING, TYPE II	400	SY		
22.	SODDING	330	SY		
23.	SEEDING - TYPE "A"	0.2	AC		
24.	INSTALL GRANULAR PRE-EMERGENT WEED CONTROL	1,100	SF		
25.	INSTALL THUNDERCHILD CRABAPPLE	7	EA		
26.	INSTALL ARCTIC FIRE DOGWOOD	21	EA		
27.	INSTALL MANEY JUNIPER	13	EA		
28.	INSTALL SHENANDOAH SWITCH GRASS	52	EA		
29.	INSTALL HARDWOOD MULCH	20	CY		
30.	REMOVE AND CAP SPRINKLER HEAD	8	EA		

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
31.	REMOVE AND CAP ROTATING SPRINKLER HEAD	14	EA		
32.	FURNISH AND INSTALL SPRINKLER HEAD	8	EA		
33.	FURNISH AND INSTALL ROTATING SPRINKLER HEAD	14	EA		
34.	SUBMITTAL EXCHANGE SUBSCRIPTION	1	LS	\$2,250.00	\$2,250.00

TOTAL OF ALL ESTIMATED PRICES

(use words and figures)

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 5 – TIME OF COMPLETION

5.01 Bidder agrees that the Work will be substantially complete within ~~0~~ calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within calendar days after the date when the Contract Times commence to run. Bidder agrees that the site shall be available to begin construction on or after JUNE 1, 2019. Regardless of the start date, all Work shall be substantially complete with all equipment removed from the site before AUGUST 4, 2019. Bidder accepts these potential consequences and shall make any necessary provisions in their schedule to account for any possible delays in the start date of the Work in order to insure that, regardless of the start date, Work is substantially completed by AUGUST 4, 2019. Substantial completion shall be reached when all improvements shown on the contract documents are complete.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

ARTICLE 6 – ATTACHMENTS TO THIS BID

6.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of a certified check, a cashier's check, or Bid Bond (on EJCDC Form No. C-430); and
- B. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this bid.

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

9.01 _____ If awarded the Contract, our surety company will be _____
of _____

(Name and Address of Local Representative)

9.02 LIST OF SUBCONTRACTORS AND SUPPLIERS TO BE USED.

<u>Name of Subcontractor or Supplier</u>	<u>Item</u>
_____	_____
_____	_____
_____	_____

9.03 This Bid is submitted by:
If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____

E-Mail: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-Mail: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____
(Signature of Corporation Secretary)

Business address: _____

Phone No.: _____ Fax No.: _____

E-Mail: _____

Date of Authorization to do business in NEBRASKA is / / .

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-Mail: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-Mail: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Phone and FAX Number, and Address for receipt of official communications.

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-Mail: _____

SUBMITTED on _____, 20____.

State Contractor License No. _____ (If applicable)