

ADDENDUM NO. 02

Issued: February 12, 2021
Project: Shawnee Mission School District
2021 Asphalt Improvements
Project No's: 20122.00
Owner: Shawnee Mission School District
8200 W. 71 st Street
Shawnee Mission, Kansas 66204

Bidding Documents Issued: January 27,2021

This Addendum includes these 2 page[s] and the following attachments:
Pre-Bid Conference Sign in Sheet

Project Manual:
Reissued Section: SECTION 004200 - BID PROPOSAL ADDENDUM 2 consisting of 6 pages
pages.

GENERAL – BIDDER'S QUESTIONS

- G1 **QUESTION: WHAT DO YOU MEAN WITH DRAIN ADJUSTMENTS ON SHAWNEE MISSION WEST HIGH?**
G1.1 Answer: Drains are to be raised 2". Mill 4' transition mill at perimeter of drain to provide gradual slope to adjacent pavement elevation.
- G2 **QUESTION: ON SHAWNEE MISSION CAREER TECH, DOESN'T SAY HOW WIDE ON THE EDGE MILL OR THE DEPTH OF THE OVERLAY OR ON THE RECONSTRUCTION IT SAYS 12" DOES THAT MEAN WE NEED TO EXCAVATE 12" WITH 4" OF ROCK AND 8" OF ASPHALT?**
G2.1 Answer: All Edge Milling is to be 4 feet in width and 2" in depth. All overlay is to be a 2" overlay. You are correct on the reconstruction refer to J1 / AS201.
- G3 **QUESTION: ON OVERLAND PARK ELEMENTARY IT SAYS 4" MILL AND 2" OVERLAY SO THAT DOESN'T MAKE SENSE?**
G3.1 Answer: All Edge Milling is to be 4 feet in width and 2" in depth. 4 foot edge mill and 2 inch overlay.
- G4 **QUESTION: INDIAN WOODS MIDDLE SCHOOL IT SAYS EDGE MILL AND OVERLAY WITH NO DEPTH?**
G4.1 Answer: All Edge Milling is to be 4 feet in width and 2" in depth. 4 foot edge mill and 2 inch overlay.
- G5 **QUESTION: SUNFLOWER ELEMENTARY SAYS 4" EDGE MILL AND OVERLAY, BUT DOESN'T HAVE A DEPTH EITHER?**
G5.1 Answer: All Edge Milling is to be 4 feet in width and 2" in depth. 4 foot edge mill and 2



inch overlay

G6 QUESTION: SHAWNEE MISSION SOUTH SAYS 4" EDGE MILL?

G6.1 Answer: All Edge Milling is to be 4 feet in width and 2" in depth. 4 foot edge mill and 2 inch overlay

G7 QUESTION: WAS THE PRE-BID MEETING MANDATORY PER THE SPECIFICATIONS?

G7.1 Answer: No, the pre-bid meeting was not mandatory

G8 QUESTION: WILL THE QUALITY CONTROL TESTING BE REQUIRED AS STATED IN THE ASPHALT PAVMENT SECTION?

G8.1 Answer: No field testing will be required on this project.

G9 QUESTION: ARE THESE GOING TO APPLY TO THIS JOB? INSTALLER QUALIFICATIONS

1. INSTALLER SHALL HAVE NOT LESS THAN 5 YEARS EXPERIENCE UNDER THE CURRENT COMPANY NAME.

2. INSTALLER SHALL HAVE SUCCESSFULLY COMPLETED NOT LESS THAN 10 TRACK PROJECTS IN THE LAST 3 YEARS.

G9.1 Answer: Yes, installer shall have not less than 5 years experience under the company name
No, there will be no track qualifications required for this project.

SUBSTITUTION REQUEST APPROVALS

This portion of the addendum designates those materials, products and equipment approved prior to submission of bids, as set forth in the contract documents. Items added to the proposed contract documents by this addendum are the only proposed substitutions received and approved by the architect in accordance with those provisions. No other items shall be substituted or bid as "equals".

It is understood that all items allowed by this addendum are subject to the full provisions of the original proposed contract documents and all modifications thereto and, as such, shall match standards of the original specified items with respect to materials, workmanship, design, size, capacity, type, function, finish, performance, quality, warranty, etc. Nothing in this addendum shall be construed as altering those original standards or modifications thereto.

Approvals are based upon the opinion, knowledge, information and belief of the architect at time of issuance of this addendum and reliance upon data submitted. Approvals are therefore interim in nature and subject to reconsideration as additional data, materials, workmanship and coordination with other work are observed and reviewed. In proposing items allowed by this addendum, bidder assumes all risk, costs and responsibility for item's final acceptance, integration into the work and performance.

SECTION 321216 – ASPHALT PAVING

Vance Brothers Protectar & UltraSeal System acceptable for the seal coat.

END OF ADDENDUM NO. 02



SECTION 004200 - BID PROPOSAL ADDENDUM 2

PART 1- GENERAL

1.1 DECLARATION OF BID PROPOSAL

A. Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as (a corporation) / (a partnership) / (an individual) (circle one) to the Board of Education, Shawnee Mission School District of Shawnee Mission, Kansas (hereinafter called "Owner").

1.2 BID PROPOSAL

A. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the SMSD 2021 Asphalt Improvements in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below. Bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.

B. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:

	SUBSTANTIAL COMPLETION	FINAL COMPLETION
ALL work for each school	27 July 2021	
ALL Punch List work for each school		03 August 2021

C. The Bidder hereby understands that Liquidated Damages for the delay in completions shall be **\$1000.00** per calendar day.

D. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

E. Bidder acknowledges receipt of the following ADDENDA: _____.

F. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

1.3 VOLUNTARY COMBINATION BID:

A. Bidder agrees to perform all the work described in the Contract Documents for SMSD 2021 Asphalt Improvements for **all fifteen(15)** schools for the lump sum total of:

B. _____ Dollars and _____ cents.

C. \$ _____.

1.4 BASE BID BREAKDOWN:

- A. The above bid shall be broken down by location as noted below for Owner’s accounting purposes (bids will not be awarded independently by locations):

Apache Elementary School	\$ _____
Briarwood Elementary School	\$ _____
Broadmoor Technical Center	\$ _____
Brookridge Elementary School	\$ _____
Comanche Elementary School	\$ _____
Corinth Elementary School	\$ _____
Indian Creek Admin. Center	\$ _____
Indian Woods Middle School	\$ _____
Overland Park Elementary School	\$ _____
Shawnee Mission Career Technical Center	\$ _____
Shawnee Missions School District- Operation & Maintenance	\$ _____
Shawnee Mission South High School	\$ _____
Shawnee Mission West High School	\$ _____
Sunflower Elementary School	\$ _____
Trailwood Elementary School	\$ _____

1.5 AMOUNTS FOR ALLOWANCES - CONTINGENCY:

- A. Bidder agrees to include in the Base Bid amount the following contingency allowances, as called for by the above documents.

Allowance 01: Apache Elementary School	\$5000.00
Allowance 02: Briarwood Elementary School	\$5000.00
Allowance 03: Broadmoor Technical Center	\$5000.00
Allowance 04: Brookridge Elementary School	\$5000.00
Allowance 05: Comanche Elementary School	\$5000.00
Allowance 06: Corinth Elementary School	\$5000.00
Allowance 07: Indian Creek Admin. Center	\$5000.00
Allowance 08: Indian Woods Middle School	\$5000.00
Allowance 09: Overland Park Elementary School	\$5000.00
Allowance 10: Shawnee Mission Career Technical Center	\$5000.00
Allowance 11: Shawnee Missions School District-Operation & Maintenance	\$5000.00
Allowance 12: Shawnee Mission South High School	\$5000.00

Allowance 13: Shawnee Mission West High School	\$5000.00
Allowance 14: Sunflower Elementary School	\$5000.00
Allowance 15: Trailwood Elementary School	\$5000.00

1.6 AMOUNTS FOR UNIT PRICES:

- A. Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01:Crack Fill	\$ _____ / (LF)
Unit Price 02: Full Depth Repair (8")	\$ _____ / (SY)
Unit Price 03: Edge Mill and Overlay	\$ _____ / (SF)
Unit Price 04: Concrete Removal and Replacement	\$ _____ / (SF)
Unit Price 05: Slurry Seal Coat	\$ _____ / (SF)
Unit Price 06: Concrete Curb Removal and Replacement	\$ _____ / (SF)
Unit Price 07: Concrete Wheel Stops	\$ _____ / (EACH)

1.7 COMPLETION OF THE WORK

- A. If we are notified of the acceptance of the Base Bid of this Proposal within **ninety (90) days** after the above date, we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2017, of the American Institute of Architects, as modified by Owner.

1.8 TAX EXEMPTION:

- A. This project shall be considered Tax Exempt. Federal, State and local taxes shall not be included with the Bid. Subsequent to the award of the construction contract, the School District will obtain from the State of Kansas , a sales tax exemption certificate number. The sales tax exemption certificate will permit the Contractor to purchase materials for incorporation into this project without paying sales tax, provided that the Contractor furnishes the certificate number to the material supplier.

1.9 CHANGES IN THE WORK:

- A. Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

	Profit & Overhead	Not To Exceed
To Contractor for work performed by his/her own forces.	_____ %	10%
To Contractor for work performed by other than his/her own forces.	_____ %	5%
To Subcontractor for work performed by his/her own forces.	_____ %	10%
To Subcontractor for work performed other than his/her own forces.	_____ %	5%

1.10 SUBCONTRACTORS

- A. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.

1.11 BID SECURITY

- A. Bidders whose Bid includes both labor and materials and whose Base Bid amount is \$5,000.00 or greater, agrees to and has attached hereto a Bid Bond for the amount of five percent (5%) of the amount of the Bid submitted.
- B. This Bid Security is to be left in escrow with the Architect. If the Undersigned defaults in executing the Agreement within three (3) days of written notification of the award of the Contract to him, or in furnishing the Performance Bond within fourteen (14) days thereafter, the Bid Security will become the property of the Owner and will be delivered to him by the Architect. If the Undersigned executes and delivers the Agreement and Bond within the time specified, or if the Base Bid of this Proposal is not accepted within sixty (60) days of the time set for submission of Bids, the Bid Security shall be returned to the Contractor upon delivery of a receipt therefore.
- C. If the Undersigned defaults in executing and delivering the above-named Agreement and the required performance Bond, the Owner would sustain liquidated damages for five percent (5%) of the amount of the Bid submitted, the measure of which is the amount of the accompanying Bid Bond, Certified Check, or Cashier's Check, payable to "Shawnee Mission School District".

1.12 ACKNOWLEDGEMENTS

- A. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.
- B. In submitting this bid, the undersigned agrees:
 - 1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
 - 2. To hold this bid open for **ninety (90) days** after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
 - 3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
 - 4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
 - 5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.
- C. In submitting this bid, the undersigned further agrees:
 - 1. In the execution of the Agreement, no person shall on the grounds of race, color, religion, sex, disability, or national origin be excluded from full employment rights, be denied the benefits of, or otherwise subject to discrimination under any program, service, or activity under the provisions of any and all applicable Federal and state laws against discrimination. Bidder shall furnish all information and reports required by the rules, regulations, and order of the Secretary of Labor for purposes of investigating to determine compliance with such laws.
 - 2. Bidder shall observe the provisions of the Kansas Acts Against Discrimination and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
 - 3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
 - 4. If bidder fails to comply with the provisions of K.S.A. 441031, bidder shall be deemed to have breached the Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
 - 5. If bidder is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of Owner that has become final, bidder shall be deemed to have breached the present Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
 - 6. Bidder shall include the provisions of paragraphs A through E above in every subcontract or purchase order so that such provisions shall be binding upon all subcontractors and vendors
- D. In submitting this bid, it is understood that the right to reject any and all bids and to waive irregularities in this bidding has been reserved by the Owner.

1.13 SIGNATURES

- A. Signature: _____
- B. Printed Name: _____
- C. Title: _____
- D. Company Name: _____
- E. Address: _____
- F. Phone: _____
- G. Email: _____
- H. Seal: - (if BID is by a corporation)

