

ADDENDUM NO. 1

TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

TO: ALL PLANHOLDERS AND PROSPECTIVE BIDDERS

FOR: TENNIS COURT REPLACEMENT
JOB NO. 0123244.01-020/320

OWNER: LINCOLN PUBLIC SCHOOLS (LINCOLN HIGH SCHOOL)

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

DATE: FEBRUARY 29, 2024

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 become acquainted 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

1. Additional Pre-Bid Documentation: Sign in sheet from the Pre-Bid meeting.

**ENCLOSURES – ADDITIONAL PRE-BID DOCUMENTATION & REVISED BID FORM
END OF ADDENDUM**

Sincerely,

LAMP RYNEARSON



D. Joe Oetken, P.E. FOR
Vice President

BID FORM FOR CONSTRUCTION CONTRACT

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 1 - BID RECIPIENT

1.01 This Bid is submitted to:

LINCOLN PUBLIC SCHOOLS
Matthew Bellamy, Director of Purchasing
c/o Operations Department at LPS
800 S. 24th Street
Lincoln, NE 68510

TENNIS COURT RESURFACING
LINCOLN— 2229 J ST, LINCOLN, NE 68510
0123244.01-020/320
LPS Bid #10942

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 2 - ATTACHMENTS TO THIS BID

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

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3 - BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 ~~Lump Sum~~ *Unit Price Bids*

A. Bidder will perform the following Work at the indicated **lump sum** ~~unit prices~~:

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
1.	BASE BID	1	LS		
2.	DISCOVERY ALLOWANCE	1	LS	\$20,000.00	\$20,000.00
	TOTAL BASE BID AMOUNT (ITEMS 1 & 2)				

**TOTAL OF ALL BASE BID ITEMS ESTIMATED
PRICES**

(use words and figures)

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. ~~Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents~~

3.02 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices below:

BID ITEM DESCRIPTION	ESTIMATED QUANTITY TO BE INCLUDED IN BASE BID		UNIT PRICE FOR ACTUAL QUANTITY ADJUSTMENT
REMOVE AND REPLACE UNSUITABLE EXCAVATION	50	CY	

B. Bidder acknowledges that:

3. A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased. Estimated quantities to be included in the base bid by the contractor.
4. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
5. ~~Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities above OR below the estimated quantities listed above, determined as provided in the Contract Documents. Final contract amount will be adjusted accordingly.~~

ARTICLE 4 - TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment ~~in accordance with Paragraph 15.06 of the General Conditions~~ on or before the date **August 31, 2023** as indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period

of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the ~~Supplementary Conditions~~, with respect to the Technical Data in such reports and drawings. **The site geotechnical report is available in appendix B.**
 5. ~~Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.~~
 6. Bidder has considered the information known to Bidder itself; 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 Technical Data ~~identified in the Supplementary Conditions or by definition~~, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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 7 - LIST OF SUBCONTRACTORS AND SUPPLIERS

<u>Name of Subcontractor or Supplier</u>	<u>Item of Work</u>
	Tennis Court Surfacing
	Post Tension Concrete

ADDENDUM NO. 1

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)



DATE: February 27, 2024

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