



ADDENDUM NO. 1

1.01 NOTICE TO BIDDERS

- A. Date: 4 October 2012
- B. From: Bahr, Vermeer and Haecker Architects, Ltd.
- C. To: Prospective Bidders.
- D. Project: Lexington Public Schools
Lexington Middle School / Community Recreation Facility Addition
Bid Packages No. 4 – No. 7
Lexington, Nebraska
- E. This addendum is issued by the Architect to all bidders of record prior to receipt of proposals. Bidders shall acknowledge receipt of this addendum by so indicating on the Bid Form. Failure to do so may subject Bidder to disqualification.
- F. All information and instructions given herein shall become a part of the Contract Documents.
- G. This Addendum contains two (2) total pages with seven (7) attachments.

1.02 PROJECT MANUAL – ARCHITECTURAL

- A. Advertisement for Bids
 - 1. Reference the second to last paragraph on the page; delete the paragraph in it's entirety and replace with the following:
 - a. A pre-bid meeting will be held at the project site, (1100 North Washington Street, Lexington, NE 68850) on Tuesday, October 2, 2012 at 10:00 AM. This prebid time is your opportunity to examine the existing site. All potential bidders are strongly encouraged to attend. Bidders not attending the prebid meeting will be required to make arrangements to examine the facility.
- B. Instruction to Bidders
 - 1. See Attachment "A" for the new non-technical section in the Project Manual, "INSTRUCTION TO BIDDERS".
- C. Bid Form
 - 1. Delete this section in it's entirety and replace with Attachment "B".
- D. Section 005200 – Agreement Form
 - 1. Delete this section in it's entirety and replace with Attachment "C".
- E. Section 007200 – General Conditions
 - 1. Delete this section in it's entirety and replace with Attachment "D".
- F. Section 007300 – Supplementary Conditions
 - 1. Delete this section in it's entirety and replace with Attachment "E".

1.03 DRAWINGS – CIVIL

A. Sheet C1.2 – LAYOUT PLAN

1. Clarification of which contractor is responsible for structural fill below site paving;
 - a. All structural fill required below site paving east of N. Grant Street shall be completed by the site grading contractor.
 - b. All structural fill required below site paving west of N. Grant Street shall be completed by the paving contractor.
2. Clarification of paving schedule:
 - a. Fall 2012 – All diagonal parking and paving along N. Grant Street and parking lot west of walking track.
 - b. Summer 2013 – Walking track and all diagonal parking and paving along N. Washington Street.
 - c. Spring/Summer 2014 – Parking lot northwest of addition and all sidewalk connections to the building.

B. Sheet C1.5 – UTILITY PLAN

1. Reference "Utility Plan"; the following area inlets in the turf areas shall be a round Nyloplast drain basin, as shown on Detail 3/C1.5 on Attachment "B", in lieu of the cast-in-place concrete drain basin as shown on Detail 10/C2.0:
 - a. The eight (8) area inlets inside the walking track between N. Grant Street and N. Jackson Street.
 - b. The one (1) area inlet just northwest of the walking track between N. Grant Street and N. Jackson Street.
 - c. The two (2) area inlets just northwest of the Middle School addition, near the new 6" water service from N. Washington Street.
 - d. The one (1) area inlet just northeast of the CRF Addition and just west of N. Grant Street.
2. See Detail 3/C1.5 on Attachment "F" for the new typical area basin detail of the round Nyloplast drain basin.
3. See Attachment "G" for the C.E and I.E. for the area inlet just northwest of the CRF Addition and just west of N. Grant Street.
4. The fee for the new water service tap required for the 6" water line east of N. Washington Street will be waived by the City of Lexington.

C. Sheet C2.3 – MISCELLANEOUS DETAILS

1. Reference Drawing 1/C2.3 – OVER EXCAVATION SITE PLAN; the over excavation shown directly north of the existing Middle School building under the circular raised area cannot be completed until interior modifications to the required egress is completed. The over excavation in this area should not be included in the Bid Package No. 4. See Sheet Note 14 on Sheet C1.1 for the circular raised area that is shown not to be demolished.

END OF ADDENDUM No. 1

Lexington Public Schools Instruction to Bidders Bid Packages No. 4 thru No. 7

ARTICLE 1 - DEFINITIONS

- 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and the Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- 1.2 Definitions set forth in the General Conditions of the Contract Construction or in other Contract Documents are applicable to Bidding Documents.
- 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.4 A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- 1.6 An Alternate bid (Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services, or a portion of the Work as described in the Bidding Documents.
- 1.8 A Bidder is a person or entity who submits a Bid.
- 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 - BIDDER'S REPRESENTATIONS

- 2.1 The Bidder by making a Bid represents that:
- A. The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.
 - B. The Bidder has read and understands the Bidding Documents or contract documents, to the extent that such documentation relates to the Work for which the Bid is submitted, for other portions of the Project, if any, being bid concurrently or presently under construction.
 - C. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
 - D. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
 - E. The Bidder has included the cost of securing and paying for all required permits, fees, licenses and inspections necessary for proper execution and completion of the Project, with the exception of the building permit which will be secured and paid for by the Owner.

ARTICLE 3 - BIDDING DOCUMENTS

3.1 COPIES

A. Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within fourteen calendar days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

B. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

C. In making copies of the Bidding Documents available on the above terms, the Owner and the Architect do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

A. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

B. Bidders and sub-bidders requiring clarification or interpretation of the Bidding documents shall make a written request which shall reach the Architect at least seven calendar days prior to the date for receipt of Bids.

C. Interpretations, corrections and changes of the bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS

A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect/Engineer at least fourteen calendar days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data which show in comparative form how the proposed substitution meets the standards listed of the specified product. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. It is the submitter's responsibility (not the Architect's) to research the performance standards of the specified product and present sufficient comparative evidence for the Architect to render a decision. The Architect's approval or disapproval of a proposed substitution shall be final.

C. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

D. No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

3.4 ADDENDA

- A. Addenda will be mailed or delivered to all who are known by the issuing office to have received a complete set of Bidding Documents.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- C. No Addenda will be issued later than five working days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids. Failure of any Bidder to receive any addenda or interpretation shall not relieve the Bidder from obligations specified in the bid. All addenda shall become part of the final contract document.
- D. Each Bidder shall ascertain, prior to submitting a Bid, that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt on the Bid Proposal Form.

ARTICLE 4 - BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

- A. Bids shall be submitted on forms identical to the form included with the Bidding Documents.
- B. All blanks on the bid form shall be filled in by typewriter or manually in ink.
- C. Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- E. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."
- F. Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.
- G. Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 BID SECURITY

- A. Each Bid shall be accompanied by a bid security in the form of a surety bond payable to the Lexington Community Facilities Agency ("Owner") in the amount of five (5%) percent of the total bid submitted, pledging that the Bidder will enter into a Contract with the Owner on the terms stated in the Bid and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. A certified or cashier's check is also acceptable and will satisfy this requirement of a bid security.
- B. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- C. The Lexington Community Facilities Agency ("Owner") will have the right to retain the bid security of bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

4.3 SUBMISSION OF BIDS

A. Sealed bids, for the bid packages described in the "Advertisement for Bids", will be received until 2:00 P.M., October 11, 2012 at the office of Superintendent – Lexington Public Schools, 300 South Washington Street, P.O. Box 890, Lexington, NE 68850. Bids will be publicly opened and read aloud.

B. All copies of the Bid, the bid security, if any, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall have the notation "ATTENTION: BO BERRY" on the face and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "ATTENTION: BO BERRY, SEALED BID ENCLOSED" on the face thereof.

C. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will not be opened.

D. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

E. Oral, telephonic, or electronic Bids are invalid and will not receive consideration. Bidders may submit modifications to a Bid, via fax communication, provided that such communication is received by the Owner prior to the scheduled closing time for receipt of Bids. The fax communication shall not reveal final Bid prices, but may provide additions, subtractions, and any other modifications to the Bid while not disclosing final total prices of the Bid to Owner until Bid is opened. Late modifications or modifications that reveal final Bid prices may eliminate the entire Bid from consideration.

F. Indicate by writing "No Bid" or "NB" at all line items where a proposal amount is not intended.

F. Collusive Bidding - The Bidder's signature on this proposal is Bidder's guarantee that the prices quoted have been arrived at without collusion with other eligible Bidders and without effort to preclude the Owner from obtaining the lowest competitive price.

4.4 MODIFICATION OR WITHDRAWAL OF BID

A. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

B. Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by fax; if by fax, written confirmation over the signature of the bidder shall be mailed and postmarked on or before the date and time set for 'receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

C. Exceptions - Bidders shall clearly state on the proposal sheet all exceptions or deviations from the bid specifications; otherwise, they will be held responsible for compliance to the detail of all specifications. Should a bidder make an exception to any item, the execution must be clearly identified and the objection fully explained. The Owner reserves the right to analyze exceptions in detail and to weigh such exceptions in determination of reject or award.

D. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

E. Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5 - CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

A. Properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the

Bids will be made available to Bidders.

B. Confidential Information - Bid/proposal responses and documents or other materials submitted in response to a Lexington Community Facilities Agency bid or RFP are generally considered public documents and open for public inspection. Information identified by Bidders as "confidential" may be disclosed to the Lexington Community Foundation Agency as part of a Bid or RFP response. Lexington Community Foundation Agency will make reasonable efforts not to disclose the Bidder's confidential information to any third party, except as required by law.

5.2 REJECTION OF BIDS

A. The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

5.3 ACCEPTANCE OF BID (AWARD)

A. It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

B. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

C. The low Bid, for purposes of award, shall be the Bid offered by a responsible Bidder offering the low total base Bid. Specified bid alternates to the base Bid may be included in the Bid award at the discretion of the Owner. A Bidder's failure to provide pricing for specified Bid alternates may eliminate the entire Bid from consideration.

ARTICLE 6 - POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

A. Bidders to whom award of a Contract is under consideration shall submit to the Construction Manager upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

B. The Owner may take such investigations as Owner deems necessary to determine the ability of the Bidder to perform the required work, and the Bidder shall furnish to the Owner all such information and data for the purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work specified herein. Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this proposal must be acceptable to Owner.

6.2 SUBMITTALS

A. The apparent low Bidder upon notification by the Architect/Engineer shall furnish to the Owner through the Architect in writing the following:

1. A designation of the Work to be performed with the Bidder's own forces;
2. Names of the manufacturers, products and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
3. Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

- B. The Bidder will be required to establish to the satisfaction of the Construction Manager/Architect/Engineer and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- C. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect/Engineer, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect/Engineer has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.
- D. Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.
- E. Lexington Public Schools does not allow smoking or the use of any tobacco products within its facilities or on Lexington Public Schools grounds. This applies to contractors and sub-contractors and their employees as well as Lincoln Public Schools personnel.
- F. Keys - If Lexington Public Schools issues keys to facilitate the completion of this project beyond regular working hours, final payment will not be made until such keys are returned.
- G. Bidders are advised that there may be asbestos containing building material in the area which you are required to perform service. An asbestos Management Plan is available in each school or building office and available for your review. If you require additional information, please contact the Lexington Public Schools Building & Grounds Department at 308-324-4681. Successful Bidders are required to include a similar statement in all subcontracts.
- H. Bidders are advised that due to the age of the building there may be lead based paint material in the area which you are required to perform work. A 'Lead Based Paint Inspection Report' has been completed on several Lexington Public School's buildings and is available for review at the Building & Grounds Department. If you require additional information, please contact the Lexington Public Schools Building & Grounds Department at 308-324-4681. Successful bidders are required to include a similar statement in all subcontracts. Bidders are advised that "lead dust wipe concentrations" are required to not exceed maximums for hazardous levels of lead dust on surfaces as currently established by the State of Nebraska Lead-Based Paint Control Program Title 178 Chapter 23 and the US Environmental Protection Agency (USEPA) 40 CFR Part 745, at the completion of contract requirements.
- I. Bidders are advised that the Owner requires water supply lines to be installed without the use of lead containing materials.
- J. Bidders are advised that the Owner requires that all building materials installed in the Project do not contain asbestos.

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

- A. The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources provided they are acceptable to the Owner.
- B. The cost of the bonds shall be included in the Bid.
- C. Performance Bond and Labor Payment Bond are required in the amount of 100% of the contract sum.
- D. Payment Bond requirements shall be construed to be in accordance with Section S 2.118 (specifically S 2.118.01 and S 2.118.02) of the State Statutes, State of Nebraska.

7.2 TIME OF DELIVERY AND FORM OF BONDS

- A. The Bidder shall deliver the required bonds to the Owner not later than ten days following the date of notification of award unless an extension is granted by Owner.
- B. Unless otherwise provided, both bonds shall be written in the amount of the Contract Sum.
- C. The bonds shall be dated on or after the date of the Contract.
- D. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 - CONTRACT SCHEDULE & TIME

8.1 CONSTRUCTION SCHEDULE

- A. The construction of these bid packages shall begin by November 1, 2012.
- B. All required contracts, bonds, and insurance shall be executed as soon as possible to meet the scheduled start of construction.
- C. All required shop drawings shall be submitted as soon as possible to meet the scheduled start of construction.

8.2 CONSTRUCTION TIME

- A. The Agreement will include a stipulation that the Work be completed in a period of time as agreed upon by and between the Owner, the Construction Manager, and the bidder who is selected to be the Contractor.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

8.1 EXCLUSION OF PERSONS WITH CRIMINAL RECORDS

- A. The Contractor shall not assign any individual or agent to be present at the Project location with a criminal record of a serious nature as defined by the Owner's policy, regulations, practices, or directives, including but not limited to any of the following: (a) felony involving murder, manslaughter, personal injury to another, assault, battery, other use of a weapon of any kind or manner; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery; (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. The Contractor shall authorize and give consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement.

END OF SECTION

BID FORM

To:
Lexington Community Facilities Agency
300 South Washington Street
Lexington, NE 68850 - 0890

For:
Construction Of Lexington Middle School / Community Recreation Facility Addition

Bid Package #4 – Site Demolition and Building Pad Preparation
Bid Package #5 – Storm Water Prevention Plan
Bid Package #6 – Site Utilities
Bid Package #7 – Site Paving

Date: _____ **(Bidder to enter date)**

Submitted By: (Bidder to enter name & address)

Bidders Full Name _____

Address _____

City, State, Zip _____

Offer:

Bidder acknowledges that he/she has examined the plans and specifications and is thoroughly familiar with the project and project site.

Tie-ins to existing school must be scheduled to allow school operations to function without interruption. Bidder acknowledges that he/she is aware of potential phasing of this package as required to maintain full school operations. The Construction Manager's (Paulsen, Inc.) site superintendent will work with trade contractors to coordinate all operations in a manner that prevents school interruptions.

Bid Package # 4 – Site Demolition and Building Pad Preparation

This bid package includes all materials, labor, and equipment as required for the demolition of all existing site items as specified in Section 31100 and as shown on Sheet C1.1 – SITE DEMOLITIOIN and for the overexcavation, site grading, and building pad preparation as specified in Section 312000 and as shown on Sheet C1.3 – GRADING. Sheet C1.4 SPOT GRADING PLAN, and Sheet C2.3 – MISCELLANEOUS DETAILS.

Bid Package # 4 – Site Demolition and Building Pad Preparation

Lump Sum Bid, _____ dollars
(\$ _____)

Bid Package # 5 – Storm Water Prevention Plan

This bid package includes all materials, labor, and equipment as required for the storm water prevention plan as specified in Section 312500 and as shown on Sheet C1.6 – SWPP and Sheet C1.7 – SWPP NOTES.

Bid Package # 5 – Site Demolition and Building Pad Preparation

Lump Sum Bid. _____ **dollars**
(\$ _____)

Bid Package # 6 – Site Utilities

This bid package includes all materials, labor, and equipment as required for the installation of the site utilities, i.e. sanitary sewer, storm sewer, and fire sprinkler water service, as specified in Sections 221113, 312333, 333100, and 334100 and as shown on Sheet C1.5 – UTILITY PLAN.

Bid Package # 6 – Site Utilities

Lump Sum Bid. _____ **dollars**
(\$ _____)

Bid Package # 7 – Site Paving

This bid package includes all materials, labor, and equipment as required for the installation of all site paving as specified in Sections 321273 and 321313 and as shown on Sheet C1.2 – LAYOUT PLAN.

Bid Package # 7 – Site Paving

Lump Sum Bid. _____ **dollars**
(\$ _____)

Schedule of Work:

Installations shall be in accordance with the project schedule developed by Construction Manager.

Construction of these Bid Packages shall begin November 1, 2012.

Acceptance:

This bid will remain open to acceptance for thirty days from the bid closing date.

If this bid is accepted by the owner within the time period stated above, we will:

- Execute the agreement within five days of notice of award.
- Furnish required bonds within five days of notice of award.
- Commence work within five days of notice to proceed.

If, within thirty days, this bid is accepted and we fail to begin work or provide the required bonds, the security deposit shall be forfeited to owner by reason of our failure.

If our bid is not accepted within the time stated above, the security deposit shall be returned to the undersigned.

Changes to the work:

Changes to work must be approved prior to commencing with work associated with said change. No change orders will be considered "after the fact". Additional costs for changes in work will be based on net cost plus 10 percent for overhead and profit.

Work deleted from contract must be approved prior to commencing with work associated with said deletion. No deletions will be considered "after the fact". Credit to owner for deletions will be based on net cost plus 5 percent for overhead and profit.

Addenda:

We acknowledge receipt of addendums _____ through _____.

Bid Form Signature(s) (fill out only the portion applicable to your organization).

Individual

Name (typed/printed) _____

**By: _____
(Signature)**

Doing Business As: _____

Business Address _____

Phone # _____ Fax # _____

E-mail: _____

Partnership

Partnership Name: _____

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

Name: (typed or printed) _____

Business Address _____

Phone # _____ Fax # _____

E-mail: _____

Corporation

Corporation Name: _____

State of Incorporation _____

Type (General Business, Professional Service, Limited Liability) _____

By: _____
(Signature)

Name: (Type or Print) _____

Title: _____

Attest: _____

Business Address _____

Phone # _____ Fax # _____

E-mail: _____

Corporate Seal

END OF BID FORM

SECTION 005200

AGREEMENT FORM

FORM OF AGREEMENT

- 1.01** The Associated General Contractors of America, AGC Document No. 802, Standard Form of Agreement Between Owner and Trade Contractor, forms the basis of Contract between the Owner and Trade Contractor.
- 1.02** Section 007200 General Conditions AIA Document A201, General Conditions of the Contract for Construction, 2007 Edition, is the General Conditions between the Owner and Contractor.
- 1.03** Section 007300 Supplementary Conditions supplements and modifies AIA Document A201- 2007 General Conditions, defined in Document 007300. Where at variance with the General Conditions, these Supplementary Conditions shall have preference. Where any Article, Paragraph, Subparagraph, or Clause of the General Conditions is modified by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.
- 1.03.1** Section 007200 General Conditions AIA Document A201 and Section 007300 Supplementary Conditions are intended to supplement the conditions found in AGC Document No. 802. Where there are differences between AGC Document No. 802 and the General Conditions AIA Document A201 and Supplementary Conditions, AGC Document No. 802 shall take precedence.

END OF AGREEMENT

SECTION 007200

GENERAL CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. The General Conditions applicable to this contract are referenced below.

1.02 GENERAL CONDITIONS

- A. AIA Document A201, General Conditions of the Contract for Construction, 2007 Edition, is the General Conditions between the Owner and Contractor.

1.03 SUPPLEMENTARY CONDITIONS

- A. Refer to Section 007300 for Supplementary Conditions which modify AIA Document A201, General Conditions of the Contract for Construction.
- B. Refer to Section 005200 Agreement Form for reference to AGC Document 802 Standard Form of Agreement Between Owner and Trade Contractor. Where there are differences between AGC Document No. 802 and the General Conditions AIA Document A201 and Supplementary Conditions, AGC Document No.802 shall take precedence.

END OF DOCUMENT

SECTION 007300

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 007200 and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions have the meanings assigned to them in the General Conditions.

1.02 MODIFICATIONS TO AIA A201 GENERAL CONDITIONS

ARTICLE 1 - GENERAL PROVISIONS

- A. Article 1.6 "Ownership and Use of Drawings, Specifications and Other Instruments of Service" shall be changed as follows:
 - 1. Add Paragraph 1.6.2 as follows:
 - a. "1.6.2. All drawings, diagrams, renderings, photographs, and other graphic representations, including those used for publicity purposes, are Instruments of Service, and remain the property of Bahr Vermeer and Haecker, Architects, Ltd. and may not be reproduced without permission. Reproductions shall carry the Architect's name."

ARTICLE 3 – LABOR AND MATERIALS

- A. Article 3.4.3; add the following to the end of this paragraph:
 - 1. "The Contractor shall not assign any individual or agent to be present at the Project location with a criminal record of a serious nature as defined by the Owner's policy, regulations, practices, or directives, including but not limited to any of the following: (a) felony involving murder, manslaughter, personal injury to another, assault, battery, other use of a weapon of any kind or manner; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery; (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. The Contractor shall authorize and give consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement."

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

- A. Article 4.2 "Architect's Administration of the Contract" shall be changed as follows:
 - 1. Delete Paragraph 4.2.5 and substitute the following:
 - a. "4.2.5. Based on the Construction Manager's and Architect's evaluations of the Work and the Contractor's Applications for Payment, they will review the amounts due the Contractor and the Construction Manager will forward a recommendation to the Owner for payment."

ARTICLE 9 - PAYMENTS AND COMPLETIONS

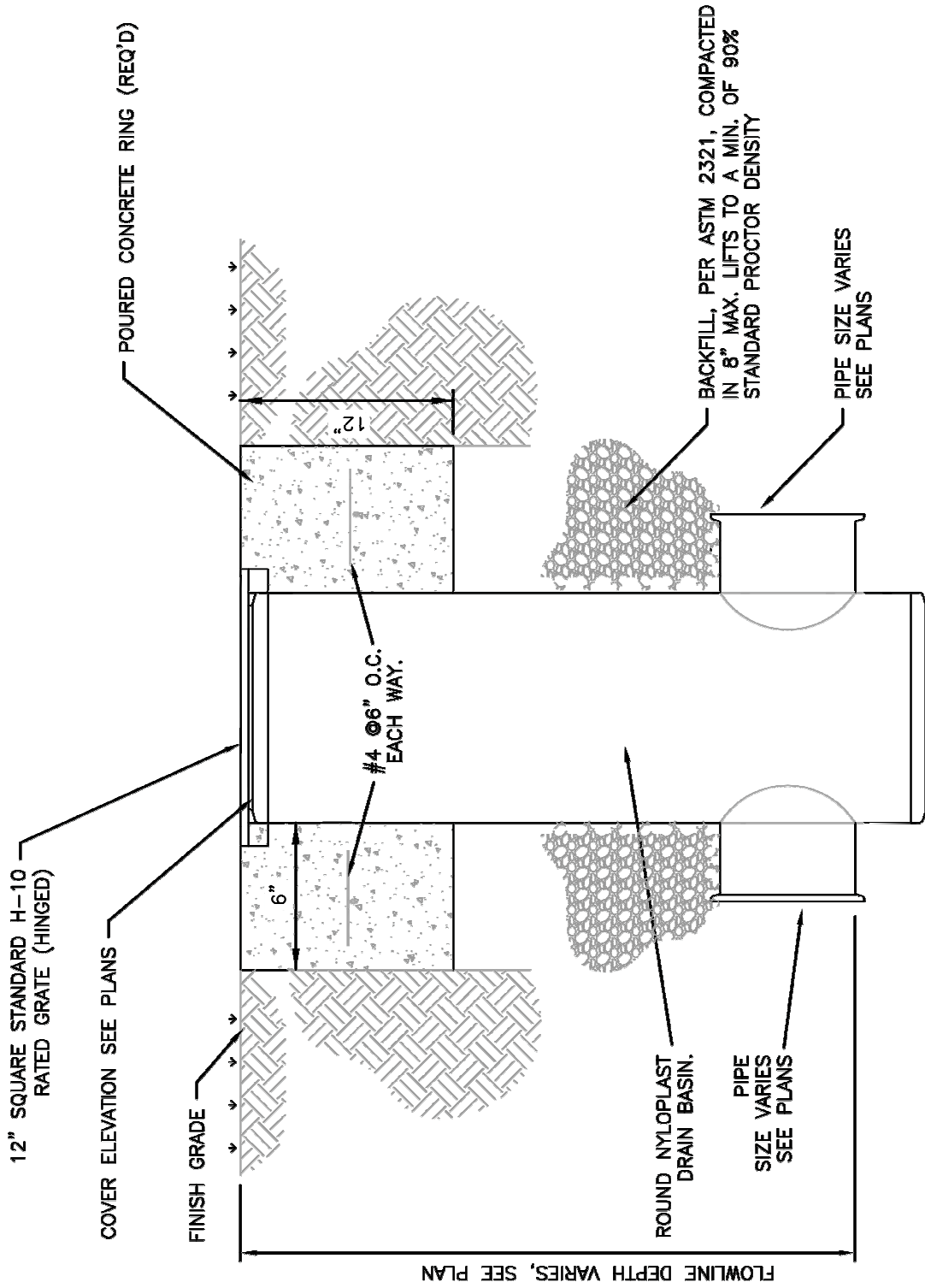
- A. Article 9.3 "Applications For Payment" shall be changed as follows:
 - 1. At Paragraph 9.3.1 add the following:
 - a. "The Contractor shall submit three copies of the applications for payment using AIA Documents No. G702 and G703 to the Construction Manager for review and approval

- by the Construction Manager and Architect."
2. At Paragraph 9.3.2 add the following:
 - a. "Materials stored off-site shall be included in the Application for Payment only if accompanied by a signed copy of the Supplementary Storage Agreement included in the Project Manual at the end Section 016000 - Product Requirements."

ARTICLE 13 - MISCELLANEOUS PROVISIONS

- A. Article 13.8 "Contractor's Responsibility for Additional Construction Manager /Architect Fees" shall be added as follows:
 1. "13.8.1. If more than two submittals are required for any shop drawing or other submittals, the Contractor shall be liable for all Construction Manager Architect costs and expenses incurred as the result of such submittals. Costs shall be determined using the Construction Manager /Architect hourly rates for fees as well as the standard fees for mileage, travel, long-distance phone calls, copies, and all other expenses incurred. Any funds due under this paragraph shall be deducted by the Owner from the amounts due the Contractor and paid directly to the Construction Manager /Architect."
 2. "13.8.2 If the Work is not complete after submittal of the Contractor's written notice pursuant to Paragraph 9.10.1, the Contractor shall be liable for any additional Construction Manager /Architect costs and expenses incurred for any inspection following the initial inspection after receipt of such notice. Costs and payment shall be as stated in 13.8.1 above."

END OF DOCUMENT



NOTE: NYLOPLAST INLETS ARE ONLY ALLOWED IN TURF AREAS

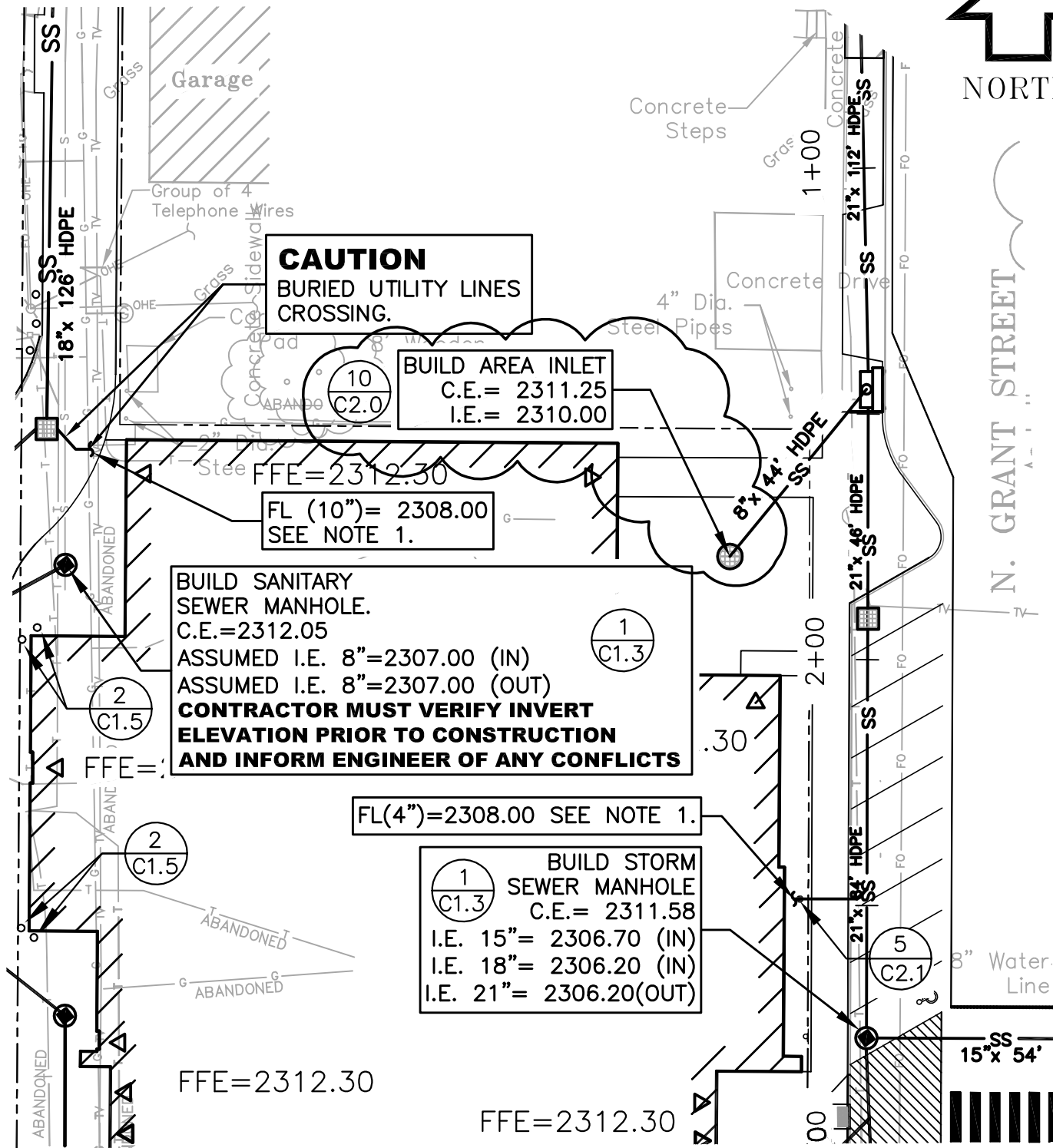
3 TYPICAL AREA BASIN
C1.5 NO SCALE

REGA NO. 111157

ISSUED FOR:	DATE:	BY:
ADDED AREA BASIN DETAIL	10/4/12	REGA

Addendum No. 1
Bid Packages No. 4 - No. 7
Attachment "F"

REF. SHT# C1.5



UTILITY PLAN

SCALE: 1" = 30'

Addendum No. 1
 Bid Packages No. 4 - No. 7
 Attachment "G"

REGA NO. 111157

ISSUED FOR:	DATE:	BY:
INLET COVER/INVERT ELEVATIONS	10/4/12	REGA

REF. SHT# C1.5

REGA
 ENGINEERING
 GROUP, INC.