

# ADDENDUM NO. 1

## ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

RALSTON PUBLIC SCHOOLS  
c/o Lamp, Rynearson & Associates, Inc.  
14710 West Dodge Road, Suite 100  
Omaha, NE 68154-2027

RALSTON HIGH SCHOOL-TENNIS COURT CONSTRUCTION  
89TH AND PARK DRIVE  
0110033.01-025/325

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 - BIDDER'S ACKNOWLEDGEMENTS

2.01 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 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 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 federal, state and local 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 in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any

aspect of 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 to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any 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 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 correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. 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.
- J. 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.

The Bidder has reviewed the liquidated damages provisions of the Contract and acknowledges such liquidated damages will be assessed for any delays in the completion of the project and acknowledges that such liquidated damages are reasonable and enforceable and are not a penalty.

#### **ARTICLE 4 - FURTHER REPRESENTATIONS**

##### **4.01** Bidder further represents 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 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 sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

#### **ARTICLE 5 - BASIS OF BID**

##### **5.01** 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	TOTAL
1.	GENERAL GRADING AND SHAPING	1	LS		
2.	STRIP, STOCKPILE AND RESPREAD TOPSOIL (215 CY X 2 = 430 CY)	430	CY		
3.	EARTHWORK (HAUL-OFF)	510	CY		
4.	REMOVE AND REPLACE UNSUITABLE MATERIAL	100	CY		
5.	SAWCUT PAVEMENT - FULL DEPTH	45	LF		
6.	REMOVE PAVEMENT	12	SY		
7.	REMOVE SIDEWALK	1,950	SF		
8.	REMOVE CHAIN LINK BATTING CAGE	1	LS		
9.	REMOVE MANHOLE RISER AND COVER	1	LS		
10.	REMOVE HORSESHOE SAND PIT AND TIMBER BORDER	8	EA		
11.	CONSTRUCT 4" PERFORATED COLLECTOR PIPE WITH FITTINGS AND PIPE BEDDING	330	LF		
12.	CONSTRUCT 4" NON-PERFORATED COLLECTOR PIPE WITH FITTINGS AND PIPE BEDDING	20	LF		
13.	CONSTRUCT 6" PERFORATED DRAIN PIPE WITH PIPE BEDDING	20	LF		
14.	CONSTRUCT 6" NON-PERFORATED DRAIN PIPE WITH PIPE BEDDING	40	LF		
15.	CONSTRUCT NYOPLAST AREA DRAIN WITH 10" LIGHT DUTY SOLID COVER OVER EXISTING SEWER	1	EA		
16.	CONSTRUCT 6" SEWER TAP INTO EXISTING INLET	1	EA		
17.	CONSTRUCT 54" I.D. TYPE II AREA INLET OVER EXISTING 30" PIPE (1 EA)	5	VF		
18.	CONSTRUCT AGGREGATE BASE COURSE (13,680 SF @ 4" DEPTH)	310	TN		
19.	CONSTRUCT GEOTEXTILE FABRIC (TENNIS COURT BASE)	1,550	SY		
20.	CONSTRUCT 4" CONCRETE SIDEWALK	890	SF		
21.	CONSTRUCT 5" CONCRETE SIDEWALK	1,265	SF		
22.	6" REINFORCED PC CONCRETE PAVEMENT - TYPE L60 AE	1,550	SY		
23.	CONSTRUCT 18" WIDE PC CONCRETE FENCE FOOTING BORDER	475	LF		
24.	CONSTRUCT PC CONCRETE DRAINAGE FLUME	260	LF		
25.	SUBGRADE PREPARATION	1,940	SY		
26.	CONSTRUCT 24" X 18" X 3" DRAINAGE BOXOUT WITH KEYED CONSTRUCTION JOINT	6	EA		
27.	CONSTRUCT 12' CHAIN LINK FENCING (3-RAIL)	470	LF		
28.	CONSTRUCT 7' HIGH X 3' WIDE SINGLE SWING CHAIN LINK FENCE GATE	1	EA		

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
29.	CONSTRUCT TENNIS COURT NETS, POSTS, ANCHORS AND STRAPS (2 COURTS)	1	LS		
30.	TENNIS COURT STRIPING (WHITE)	1	LS		
31.	ENGINEERED SOILS	15	CY		
32.	BIG BLUESTEM	180	EA		
33.	CHINESE PLUME GRASS	250	EA		
34.	BLACKBENT	150	EA		
35.	RUSH	100	EA		
36.	SEDGE	50	EA		
37.	LANDSCAPING MULCH	25	CY		
38.	COBBLESTONE (6" THICK) WITH GEOTEXTILE LINER	490	SF		
39.	ADJUST UTILITY BOX AS NECESSARY AND PROVIDE VEHICLE-RATED COVER	1	LS		
40.	CONSTRUCT SILT FENCE	100	LF		
41.	CONSTRUCT INLET FILTER	4	EA		
42.	CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE	1	EA		
43.	REMOVE SILT FENCE	100	LF		
44.	REMOVE INLET FILTER	4	EA		
45.	PERMANENT SEEDING & MULCH - TYPE - "NON-IRRIGATED LAWN AND TURF SEED"	0	AC		
46.	CONSTRUCT SHORT-TERM EROSION CONTROL BLANKET	300	SY		
<b>TOTAL ALL ESTIMATED BASE BID PRICES (EXCLUDING ALTERNATES NO. 1 AND 2)</b>					
<b>ALTERNATE NO. 1</b>					
47.	FURNISH AND INSTALL TENNIS COURT PAINT	1	LS		
<b>ALTERNATE NO. 2</b>					
48.	CONSTRUCT 3" ASPHALT PAVEMENT	265	TN		
49.	CONSTRUCT PLEXIPAVE ACRYLIC SURFACING WITH MARKING	14,400	SF		
<b>TOTAL ESTIMATE ALTERNATE NO. 2</b>					

TOTAL OF ALL ESTIMATED BASE BID PRICES (EXCLUDING ALTERNATES NO. 1 AND 2): \_\_\_\_\_  
(use words)

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 6 - TIME OF COMPLETION**

**6.01** . Ralston Public Schools last day of school is currently scheduled for May 27, 2010. Bidder agrees that the Work shall begin on or after the day following the last day of school. Regardless of the start date, all Work, exclusive of seeding and/or sodding, shall be substantially complete with all equipment removed from the site by July 29, 2010. 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 July 29, 2010.

**6.02** 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 7 - ATTACHMENTS TO THIS BID**

**7.01** The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of a certified check or bid bond; and
- B. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this bid.

**ARTICLE 8 - DEFINED TERMS**

**8.01** 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 9 - 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>	Item
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_____
_____
_____

**9.03** This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

Business address:

Phone No.:

A Partnership

Partnership Name: \_\_\_\_\_(SEAL)

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

Name (typed or printed): \_\_\_\_\_

Business address:

Phone No.:

Fax No.:

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 Corporate Secretary)

Business address:

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
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.:

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.:

(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.: \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20 \_\_\_\_ .

State Contractor License No. \_\_\_\_\_. (If applicable)

