



Jones Gillam Renz Architects

Address

730 N 9th St.
Salina, KS 67401

1881 Main St., Suite 301
Kansas City, MO 64108

Contact

jgr@jgrarchitects.com
(785) 827-0386

Web

jgrarchitects.com

NOTICE TO ALL CONTRACTORS AND SUB-CONTRACTORS

March 11, 2024

USD 305 Heusner Elementary Flooring Finishes – JGR Proj #24-3401

Prebid Meeting Date: Tuesday, March 12, 2024 at 2:00 p.m. at the building site, 1300 Norton St, Salina, KS

ADDENDUM NO. 1

YOU ARE INSTRUCTED TO READ AND TO NOTE THE FOLLOWING DESCRIBED CHANGES, CORRECTIONS, CLARIFICATIONS, OMISSIONS, DELETIONS, ADDITIONS, APPROVALS, AND STATEMENTS PERTINENT TO THE CONTRACT AND CONSTRUCTION DOCUMENTS. THIS ADDENDUM IS A PART OF THE CONTRACT AND CONSTRUCTION DOCUMENTS AND SHALL GOVERN IN THE PERFORMANCE OF THE WORK.

Bid Date: Tuesday, March 26, 2024 to the USD 305 Operations Center, 1835 South Broadway, Salina, KS by 2:00 p.m.

GENERAL

1. Invitation to Bid – The bid date is changed to **Tuesday March 26, 2024**. Sealed bids are due before 2:00 p.m. at which time the bids will be opened and read aloud. Bids received after that time will not be accepted.
2. Contract Form – The contract form “Standard Form of Agreement Between U.S.D. 305 (Owner) and Contractor for Fixed Price Construction” is attached with this addendum, for reference.
3. Information for Bidders – Clarification, a bid bond is not required to be submitted with the bid.
4. Bid Form – A revised bid form is attached. It states that upon acceptance of the Contractors bid by the owner, the Contract form “Standard Form of Agreement Between U.S.D. 305 (Owner) and Contractor for Fixed Price Construction” will be executed for signature. The contract form is included with this addendum.

ARCHITECTURAL – Specifications

1. Section 01030 Alternates – Delete the existing section. Replace with the attached revised section.
2. Section 09650 Resilient Flooring, Paragraph 2.02.A.2 - Replace with the following:
2. Height (glazed Block): 4” Wide-toe, 1” projection at existing cove block. Note bottom course of existing glazed block base shall be painted using Sherwin Williams Water Based Catalyzed Epoxy paint from the rubber base to the top of the base course. Paint prior to installation of rubber base.
3. Section 096813 Carpet Tile – Clarification. There shall be two carpet tile color selections. Both from the same manufacturer and series. Accent color to be random pattern insert at the main entry and hallway area. Final layout to be coordinated with owner.

ARCHITECTURAL – Drawings

1. Sheet A2 Floor Plan - At ALL existing glazed block wall and integral glazed cove base, contractor shall prep the existing floor with tapered floor leveling compound, extending from 18”-24” from edge of coved base to the top edge of the coved base. The intent is for the new LVT to extend as far toward the wall as possible, so that the long-toe base covers the edge of the new LVT. Reference the attached Sketch 1.
2. Sheet A2 Detail B Alternate 2 Plan – The Alternate 2 logo installation at the main entry shall be revised to reflect the installation of 48” tall letters reading “Hi!”. Font shall be Forte Forward. Reference the attached Sketch 2.

Receipt of this Addendum shall be noted on the Bid Form.

END OF ADDENDUM NO. 1

Attachments

Contract Sample, Revised Bid Form, Section 01030 spec, Sketch 1, and Sketch 2

Standard Form of Agreement Between U.S.D. 305 (Owner) and Contractor for Fixed Price Construction



Agreement Between the Owner:

*Salina U.S.D 305
1511 Gypsum
Salina, Kansas 67401*

and the Contractor:

for the following Project:

*USD 305 Heusner Elementary School
Flooring Improvements
1300 Norton St
Salina, KS
Owner Project Number - TBD*

The Architect:

*Jones Gillam Renz Architects, Inc.
730 N. Ninth St.
Salina, Kansas 67401*

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The Owner and Contractor agree as follows.

I. The Contract Documents. The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, follows:

- a. The Agreement is this executed *Standard Form of Agreement Between U.S.D. 305 (Owner) and Contractor for Fixed Price construction*
- b. The General Conditions are *AIA Document A201-2017, General Conditions of the Contract for Construction, as amended.*
- c. The Supplementary and other Conditions of the Contract:
 - i. *K.S.A. 44-1030: State and local government contracts; mandatory provisions.*
- d. The Specifications. *As presented by Jones Gillam Renz Architects in the Project Manual dated February 28, 2024 and titled Heusner Elementary School Flooring Finishes.*
- e. The Drawings. *As presented by Jones Gillam Renz Architects in the drawing set titled: Heartland Early Education Flooring Improvements. (3 sheets).*
- f. The addenda:

II. The Work of this Contract. The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

III. Contract Dates.

- a. **Date of Commencement.** The Date of Commencement of the Work shall be *fixed in the notice to proceed issued by the Owner.*
- b. **Date of Substantial Completion.** The Contractor shall achieve Substantial Completion of the entire Work not later than: July 25, 2024. If the notice to proceed is not issued by April 15, 2024 the date of substantial completion shall be adjusted such that the performance period equals 62 calendar days. The Date of Substantial Completion is subject to adjustments of this Contract Time as provided in the Contract Documents. Reference A201-2017, as amended, § 9.8.6, for liquidated damages provisions.

IV. Contract Sum.

- a. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **TBD** subject to additions and deductions as provided in the Contract Documents.
- b. The Contract Sum is based upon a base bid of **TBD** Owner reserves the right to accept alternates and to award or amend the Contract accordingly within 60 days of the Notice of Award.
- c. Allowances are included in the Contract Sum as described in Specification Section 01019 of the Contract Documents.
 - i. Contingency Allowance \$10,000.00
- d. The following is a mutually accepted unit price:

V. Payments.

- a. **Progress Payments.** Based upon Application for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the *15th day of the month*.
 - i. Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month.
 - ii. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents.
 - iii. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
 - iv. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - 1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in § 7.3.9 of AIA Document A201-2007, General Conditions of the Contract for Construction, as amended;

2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
 3. Subtract the aggregate of previous payments made by the Owner; and
 4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate of Payment as provided in § 9.5 of AIA Document A201 -2017, as amended.
- v. The progress payment amount determined in accordance with paragraph V.a.iv shall be further modified under the following circumstances:
1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
 2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with § 9.10.3 of AIA Document A201 -2017, as amended.
- vi. Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.
- b. **Final Payment.** The Owner's final payment to the Contractor shall be made no later than 45 calendar days after the issuance of the Architect's final Certificate for Payment. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
- i. The Contractor has fully performed the Contract except for the Contractor's responsibilities to correct Work as provided in § 12.2.2 of AIA Document A201-2007, as amended, and to satisfy other requirements, if any, which extend beyond final payment; and
 - ii. A final Certificate for Payment has been issued by the Architect.

VI. Dispute Resolution. See Article 15 of AIA Document A201 -2017, as amended.

VII. Termination or Suspension. See Article 14 of AIA Document A201 -2017, as amended.

VIII. Miscellaneous Provisions.

a. **Interest on Late Payments.** See § 13.6 of AIA Document A201-2007, as amended.

b. **The Owner's Representative:**

Paul Mensching
1835 S. Broadway
Salina, KS 67401
785-309-4710 (office)

c. **The Contractor's Representative:**

d. **Changes in Representation.** Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

IX. Insurance and Bonds. See Article 11 of AIA Document A201 -2017, as amended.

This Agreement entered into as of: _____
(Month Day, Year)

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

USD 305 – Heusner Elementary, Flooring Finishes – Salina, Kansas

BID FORM

Bid of _____
(Firm Name)

Date _____

BID FORM FOR:
Heusner Elementary
Flooring Finishes
JGR #24-3401

TO: **Paul Mensching, Director of Operations**
USD 305 Salina School District
1511 Gypsum Ave.
Salina, KS 67401

In compliance with your INVITATION TO BID, the undersigned proposes to furnish all labor and materials and perform all work for the General Construction, including Mechanical and Electrical Work, incidental for the construction and equipping of USD 305 Heusner Elementary, Flooring Finishes, Salina, Kansas, in strict accordance with the Specifications and the Drawings dated February 28, 2024 mentioned therein for the consideration of the following:

BASE BID _____ **Dollars**

\$ _____

The Base Bid includes all allowances as outlined in Section 01019 – Special Provisions.

Number of consecutive Calendar Days to complete this project in accordance with Drawings and Specifications, to be coordinated with General Contractor and subject to Liquidated Damages. Note, Construction Schedule in specifications defines completion date of **July 25, 2024**. Calendar days shall be stated below if Contractor intends to not have project completed by that date. If Contractor's intent is for be complete by that date, note "*Per Specification*" in the line below.

Section 01019 - SPECIAL PROVISIONS -- _____ **DAYS**

The Undersigned acknowledges receipt of the following addenda:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____ Addendum #5 _____

ALTERNATE PRICES: For the Alternates as described in the Specifications and/or Drawings, the undersigned agrees to ADD or DEDUCT the following amounts to or from the BASE BID as hereinafter itemized:

<u>ALTERNATE NO.</u>	<u>ADD/DEDUCT</u>
<u>Alternate No. 1</u> Additional floor leveling in settled floor areas.	\$ _____
<u>Alternate No. 2</u> Carpet logo/floor insert at entry.	\$ _____
<u>Alternate No. 3</u> (As added by addendum)	\$ _____

Unit Prices

Unit Price No. 1 (As Described by Addendum)

\$ _____ per unit

I (or WE) FURTHER AGREE AS FOLLOWS:

1. To furnish labor and materials for additional work (except Mechanical and Electrical) ordered by the Owner and for which no pre-agreed upon amount has been determined for the cost of the labor and materials involved plus 10% for overhead and profit.
2. To furnish supervision and coordination for 10% of the cost of additional Mechanical and Electrical work ordered by the Owner.
3. To accept the provisions of Section 01019 - SPECIAL PROVISIONS regarding the date of completion of the Project and Liquidated Damages.
4. If written notice of the acceptance of the Bid is mailed, telegraphed or delivered to the Undersigned within 30 days after the date of the opening of the Bids, or anytime thereafter before this Bid is withdrawn, the Undersigned will, within ten (10) days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver a contract, Standard Form of Agreement Between U.S.D. 305 (Owner) and Contractor for Fixed Price Construction, which references Document A101, Standard Form of Agreement Between Owner and Contractor, and give Performance Bond in accordance with the Specifications and bid as accepted.
5. That upon failure or refusal to execute and deliver the contract and bonds required within ten (10) days after receipt of notice of acceptance of the Bid, that security deposited with Bid shall be forfeited to the Owner as liquidated damages for such failure or refusal.

DECLARATION:

1. The Undersigned hereby declares that he has carefully examined the Invitation and Information for Bidders, the Drawings and Specifications, has visited the actual location of the Work and has consulted his sources of supply, and has satisfied himself as to all quantities and conditions, and understands that in signing this Bid, he waives all rights to plead any misunderstanding regarding the same.
2. The Undersigned understands that his competence and responsibility and that of his proposed subcontractors, time of completion, as well as any other factors of interest to the Owner will be considered in making the award. The Owner reserves the right to reject any or all bids, to accept or reject alternate bids and unit prices and to waive technicalities concerning the bids received, as it may be in his interest to do so.

(Legal Name of Bidder)

(SEAL, if bid is by a corporation)

(Address of Bidder)

BY _____ in longhand

(Title) Typewritten

SECTION 01030

ALTERNATES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.3 GENERAL

- 1. The General Contractor shall state in his Bid Form the amount of dollars to be ADDED or DEDUCTED from his Base Bid for the following Alternates.
- 2. Alternates are not in order of acceptance.
- 3. It shall be the responsibility of the General Contractor to advise all necessary personnel and suppliers as to the nature and extent of all alternates selected by the owner.
- 4. Circle Add or Deduct to indicate that the alternate price is to be added or subtracted from the base bid.

1.4 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.5 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 – PRODUCT (Not Used)

PART 3 – EXECUTION

SCHEDULE OF ALTERNATES

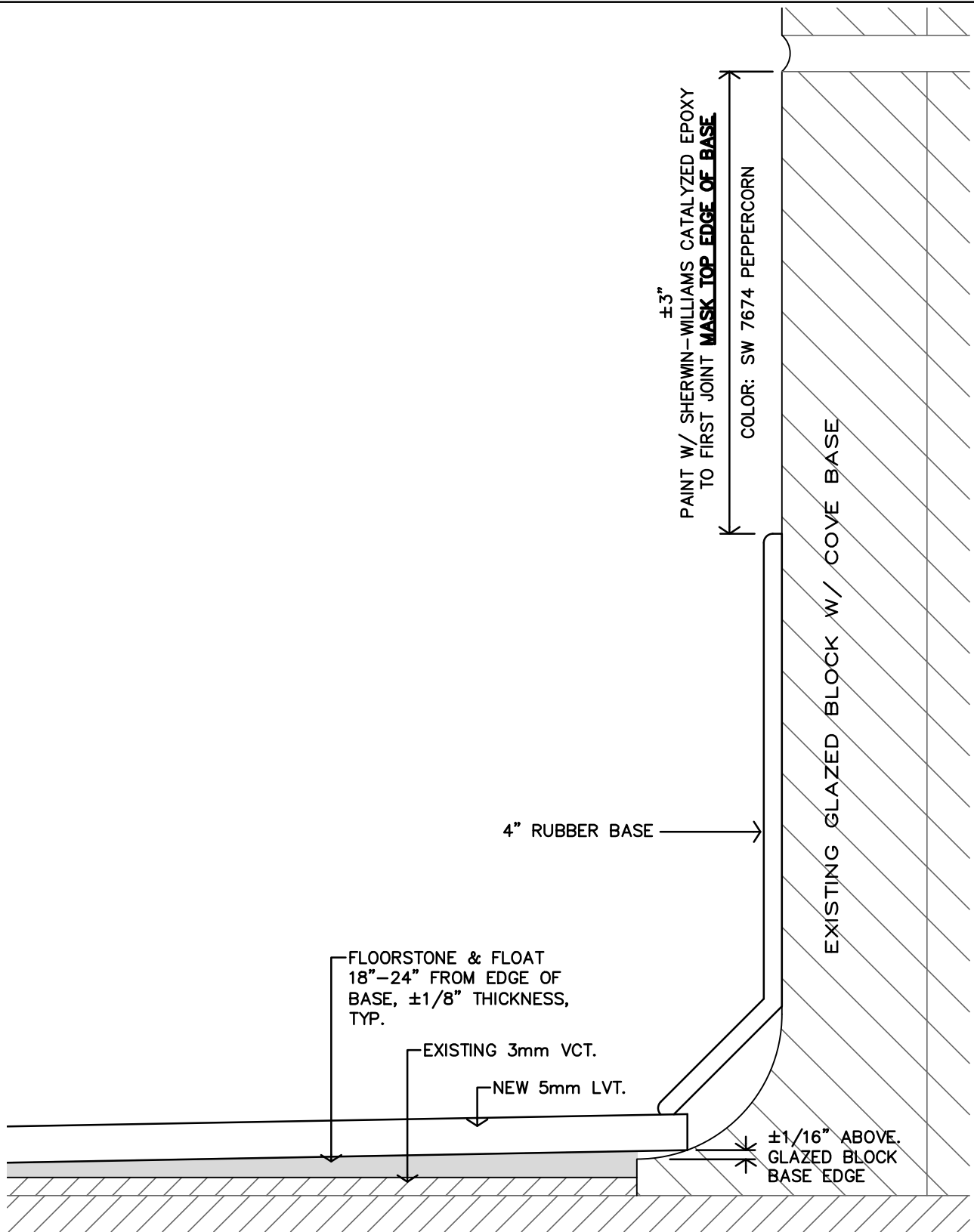
1. ALTERNATE NO. 1
The Contractor shall state the amount of dollars to be added to the Base Bid to include all labor and material associated with additional floor leveling in settled floor areas.

Add \$ _____
2. ALTERNATE NO. 2
The Contractor shall state the amount of dollars to be added to the Base Bid to include all labor and material associated with the installation of carpet logo or floor insert at entry.

Add \$ _____
3. ALTERNATE NO. 3
(As added by addendum)

Add/Deduct \$ _____

END OF SECTION 01030



TYP. DETAIL @ EX. COVE BLOCK BASE



730 N. Ninth St. 1881 Main Street, Suite 301
 Salina, KS 67401 Kansas City, MO 64108
 785.827.0386 jgr@jgarchitects.com

**USD 305 HEUSNER SCHOOL
 FLOORING REPLACEMENT
 SALINA, KANSAS**

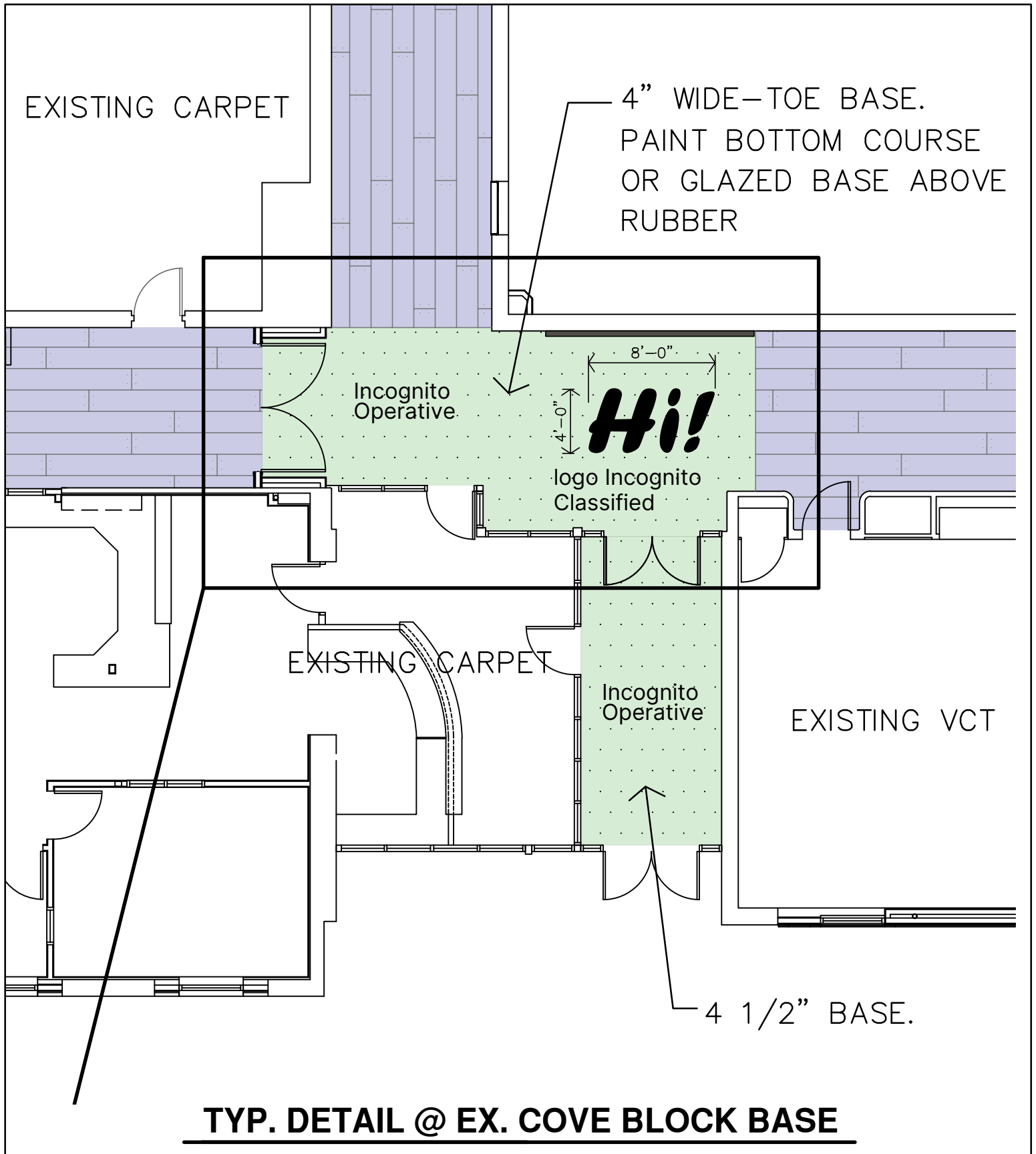
DATE: 3-11-2024

JOB #: 24-3401

ADDENDUM 1 3-11-24

SKETCH

1



730 N. Ninth St. 1881 Main Street, Suite 301
Salina, KS 67401 Kansas City, MO 64108
785.827.0386 jgr@jgarchitects.com

**USD 305 HEUSNER SCHOOL
FLOORING REPLACEMENT
SALINA, KANSAS**

DATE: 3-11-2024

JOB #: 24-3401

ADDENDUM 1 3-11-24

SKETCH

2