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NOTICE TO ALL CONTRACTORS AND SUB-CONTRACTORS

March 26, 2026

USD 305 South High Football Field Paving – JGR Proj #26-3566

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, April 7, 2026 to USD 305 Board of Education Building, 1511 Gypsum Ave, Salina, KS by 2:00 p.m.*

GENERAL

1. Bids are due at 2:00 pm, they will be opened and read aloud at 2:15 pm.
2. Pre-Bid Sign In sheet is attached.

ARCHITECTURAL –Specifications

1. Section 01019 Special Provisions – Clarification – Start date shall be on or before May 1, 2026 and completion date shall be July 1, 2026. Updated specification Section 01019 attached.
2. Section 01019 – Special Provisions – Contractor shall coordinate all special inspection testing with Kaw Valley Engineering. The owner will bear all costs of special inspections. Special Inspections shall include earthwork materials, compaction inspection and testing, and concrete inspection and testing.
- 3.

GRANDSTAND REFERENCE – Drawings

1. Sheet E1 – Clarification – Perimeter of slab with thickened edge shall extend a minimum of 30” below the adjacent grade.

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

END OF ADDENDUM NO. 1

Attachments

Pre-Bid Sign In sheet
Section 01019

SECTION 01019
SPECIAL PROVISIONS

1. GENERAL

Should conflict occur between these Special Provisions and the General Conditions, the requirements of the Special Provisions shall take precedence.

2. TIME OF CONSTRUCTION – PENALTY CLAUSE

- a. Time of Construction - The Contractor will commence the work within ten (10) days after the Architect shall have given the Contractor written notice to commence construction to the satisfaction of the Owner within the calendar days as stated in Paragraph 3, below. The time for completion herein set forth shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor, including acts of God, fires, floods, and direction by the Architect. It is impractical to perform any operation of construction and acts of omissions of the Owner with respect to matters for which Owner is solely responsible; provided, however, that no such extension of time for completion shall be granted the Contractor, unless within ten (10) days after the happening of any event relied upon by the Contractor for such extension of time, the Contractor shall have made a request, therefore, in writing to the Architect. Extended time will be submitted with pay request for Owner’s approval.
- b. Penalty Clause - The time of completion of the construction of the project is of the essence of this Contract. Should the Contractor neglect, refuse, or fail to complete the project (100%) within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided; the Owner shall have the right to deduct from and retain out of such money, which may then be due or which may become due and payable to the Contractor, the sum of TWO HUNDRED DOLLARS (\$200.00) per day for each and every day that such construction is delayed in its completion beyond the specified time. If the amount due and to become due from the Contractor to the Owner is insufficient to pay in full any such penalties, the Contractor shall pay to the Owner the amount necessary to effect such payment in full; provided, however, that the Owner shall promptly notify the Contractor in writing of the manner in which the amount retained, deducted or claimed. No award is given to the Contractor for early completion.
- c. Joint Responsibility - The General Contractor and/or Subcontractors causing the delay in completion of the project shall be responsible for payment of the penalty. In no case shall the total penalty for all contracts exceed the sum of daily penalty multiplied by the number of days of delay in completion.

3. WORK SEQUENCE, SCHEDULE FOR COMPLETION AND LIQUIDATED DAMAGES

- a. Schedule requirements for each area are outlined as follows.

Work	Available Start (approximate)	*Substantial Completion	Liquidated Damages
Site work / Paving	May 1, 2026	July 1, 2026	\$200/Calendar Day

- b. Schedule requirements for final completion – 30 days following substantial completion with liquidated damages equivalent to those identified for substantial completion.
- c. *Construction days stated in the table above are approximate, with Contractor to provide detailed schedule of each area for review and approval by the Owner prior to beginning construction.

4. ALTERNATES - Refer to Alternate Schedule, Section 01030

- a. Alternates specified are not a part of Base Bid, but are Alternates to same, their acceptance being at option of Owner.

5. CASH ALLOWANCES

- a. Costs included in Allowances: Cost of Product to Contractor or Subcontractor, less applicable trade discounts, delivery to site, except those taxes saved by use of Owner's tax exemption.
- b. Costs Not Included in the Allowance: Fees for overhead and profit, product handling at the site, including unloading, uncrating, and storage; protection of Products from elements and from damage and labor for installation and finishing.
- c. Architect Responsibilities:
 1. Consult with Contractor in consideration and selection of Products, suppliers and installers.
 2. Select Products in consultation with Owner and transmit decision to Contractor.
 3. Prepare Proposal Requests and Change Orders.
- d. Contractor Responsibilities:
 1. Assist Architect/Engineer in selection of Products, suppliers and installers.
 2. Obtain proposals from suppliers and installers and offer recommendations.
 3. On notification of selection by Architect, execute purchase agreement with designated supplier and installer.
 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.

5. Promptly inspect Products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
 6. Product handling at the site, including unloading, uncrating and storage, protection of Products from elements and from damage and labor for installation and finishing.
 7. The Contractor shall include in his Bid all fees for all cash allowances.
 - e. Funds will be drawn from Cash Allowances only by written authorization from Owner.
 - f. Cash Allowances:
 1. Contingency Allowance Base Bid– In addition to the specification sections listed above, include an allowance of **\$10,000.00** in the general bid and contract amount to be included in the contractors base bid. This allowance shall be used at the sole discretion of the Architect and/or Owner specifically for hidden conditions discovered in the field or on site, the addition of labor, parts and/or materials required for timely completion in conjunction with the general scope of work.
6. **ENUMERATION OF DRAWINGS AND SPECIFICATIONS**
- a. Correlation. Accompanying these Specifications are the Drawings, which jointly with these Specifications, are intended to explain each other and describe and coordinate the work to be performed under the Contract.
 - b. Verification of Documents. Before submitting his bid, each Bidder shall check his set(s) of Drawings and Specifications and advise the Architect if any sheets are missing.
 - c. Specifications Explanations. For convenience of reference, the Specifications are separated into Titled Divisions and Sections. Such separation shall not, however, operate to make the Architect an arbiter to establish limits between the Contractor and Subcontractor or Sub-Subcontractor.
 - d. Drawings. Refer to LIST OF DRAWINGS.
 - e. Specifications. Refer to TABLE OF CONTENTS.
7. **WARRANTIES**
Before being eligible for final payment, Contractor shall deliver to Owner, through Architect, all special warranties specified for materials, equipment and installation.
8. **OPERATING INSTRUCTIONS**
Before being eligible for final payment, Contractor shall deliver to Owner, through Architect, three (3) copies of manufacturer’s operating and maintenance instructions, and one (1) CD/DVD containing a complete set or manufacturers operating instructions, a complete set of shop drawings on each piece of equipment. Electronic files shall be in PDF format with files organized into single documents for Architectural, Mechanical, and Electrical divisions.
9. **AS-BUILT DRAWINGS**
Before being eligible for final payment, the Electrical and Mechanical Contractors shall prepare and deliver to Owner, through Architect, One (1) CD/DVD containing AS-BUILT DRAWINGS in PDF format. These drawings shall consist of marked-up prints, and shall show the correct location of every item of equipment, piping, conduit, panel boards, ductwork, switches, valves, etc. If marked-up prints are used, and scanned, they shall be new white prints without miscellaneous markings. All markings shall be clearly legible and identified.
10. **CERTIFICATE OF COMPLIANCE**
Upon completion of project, Contractor is to furnish written Certification to the Architect that he has complied with every paragraph of the Specifications and Drawings.
11. **CONTRACTOR’S AFFIDAVIT OF RELEASE OF LIENS**
Upon completion of project, Contractor shall submit to Owner a signed Contractor’s Affidavit of Release of Liens prior to final payment.
12. **CONTRACTOR’S MONTHLY APPLICATION FOR PAYMENT FORM**
Contractor’s monthly Application for Payment shall be submitted as per General Conditions. AIA Document G702, Application and Certificate for Payment is approved and acceptable.
13. **FILING AND RECORDING OF BONDS**
In addition to furnishing the number of combination Performance Bond and Labor and Materials Payment Bond, and Statutory Bond, if required, the Contractor shall file copies of such bonds with Clerk of the District Court and furnish Architect with receipt furnished by Clerk of the District Court, covering charges for filing and recording of said bonds.

14. STATUTORY BONDS

In addition to furnishing the combination Performance and Labor and Materials Payment Bond specified in General Conditions, the Contractor shall furnish Statutory Bond in an amount not less than 100% of the Agreement in such numbers and form stated in Sample Copy bound in the Specifications. Statutory Bond shall be filed and recorded with Clerk of the District Court, as specified in Paragraph - FILING AND RECORDING OF BONDS.

15. DOCUMENTS FURNISHED CONTRACTORS

The General Contractor will be furnished, free of charge, the following working drawings and specifications, including modifications for construction of the project - 20 sets. The General Contractor will be responsible for distribution of these sets to the Subcontractors and suppliers. The Contractor shall pay the actual cost of reproduction and postage for all additional sets requested by him.

16. TESTING AND INSPECTIONS

- a. The General Contractor shall be responsible for coordination and scheduling of all inspections and testing as required by the Contract documents. The Contractor shall include a testing and inspection allowance in his bid as described in paragraph 5.f.3 of this section. The Contractor shall pay all costs associated with testing and all direct costs from the testing/inspection company and shall be deducted from the testing and inspection allowance. Re-testing/inspection costs associated with incorrect or defective work shall be paid by the Contractor and such costs are not to be deducted from the allowance.
- b. All sampling and testing procedures shall be performed by the inspection company responsible for inspection and testing.

17. SALES TAX EXEMPTIONS

- a. Materials and equipment incorporated into this project **are exempt** from the payment of sales tax under the laws of the State of Kansas and such sales tax **shall not be included in the Bid** of the Bidder.
- b. The Owner will provide the Contractor with a proper exemption certificate within twenty (20) days of the Contract date.
 - 1) Should the Owner fail to provide an exemption certificate within the required time period, the Contractor shall be reimbursed monthly for all sales tax amounts for which he becomes liable until such certificate is provided.
 - 2) To minimize the Contractor's record keeping expense, the Owner shall provide an exemption certificate within sixty (60) days or it shall be presumed that the project will proceed on a non-exempt basis, and the Contract amount shall be equitably adjusted in writing in a lump sum amount sufficient to cover the Contractor's sales tax expense.
 - 3) Upon issuance of a proper exemption certificate to the Contractor, the Contractor shall assume full responsibility for his own proper use of the certificate, and shall pay all costs of any legally assessed penalties relating to the Contractor's use of the exemption certificate.

END OF SECTION 01019