



MCCLUGGAGE VAN SICKLE & PERRY

SEDGWICK COUNTY COURTHOUSE
5TH FLOOR REMODEL
INTERNAL ORDER #199983
BID #02-0080
WICHITA, KANSAS



McCLUGGAGE VAN SICKLE & PERRY CORPORATION
Architects, Planners, and Landscape Architects
125 South Washington
Wichita, Kansas 67202

ADDENDUM NO. 2
OCTOBER 16, 2002
PROJECT #101036

NOTE TO PROSPECTIVE BIDDERS:

THIS ADDENDUM FORMS PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL BIDDING DOCUMENTS DATED SEPTEMBER 12, 2002 . PLEASE READ THE FOLLOWING ITEMS AND ATTACH THIS ADDENDUM TO THE PROJECT MANUAL NOW IN YOUR POSSESSION.

RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED ON YOUR BID FORM. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

SPECIFICATION CHANGES

ARCHITECTURAL

AS1 Specification Section INSTRUCTION TO BIDDERS, Page 6

Add the following paragraphs:

18. Completion Time and Liquidated Damages

A. Owner and Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the specified time. They also recognize that delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not completed on time.

1. The Bidder must agree to commence work on the date of a written Notice to Proceed following execution of the Owner/Contractor Agreement and to achieve Final Completion of the Work in two hundred eighty five (285) consecutive calendar days from the Notice to Proceed.

2. Liquidated Damages: Instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) the Contractor shall pay to the Owner the sum of Five Hundred Dollars (\$500.00) for each consecutive calendar day following the two hundred eighty five (285) consecutive calendar days from Notice to Proceed.
3. Alternate NO. 3: The Bidder must agree to commence work on the date of a written Notice to Proceed following execution of the Owner/Contractor Agreement and to achieve Final Completion of the Work in two hundred ten (210) consecutive calendar days from the Notice to Proceed.
4. Alternate NO. 3, Liquidated Damages: Instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) the Contractor shall pay to the Owner the sum of Two Thousand Five Hundred Dollars (\$2,500.00) for each consecutive calendar day following the two hundred ten (210) consecutive calendar days from Notice to Proceed.

AS2 Supplementary Conditions to the AIA Document A107-1997

The following supplements modify, change, delete from and add to the AIA Document A107-1997. Where any article of the Supplementary Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

Article 2 Modifications

Change Article 2, and paragraph 2.3 as follows:

Replace the word "Substantial" to read "Final".

Article 13 Modifications

Change Paragraph 13.2 as follows:

Replace the word "Substantial" to read "Final".

Article 14 Modifications

Change Article 14.4 as follows:

Replace the word "Substantial" to read "Final".

Delete paragraph 14.4.1 in its entirety and replace with the following:

14.4.1 All times stated in the Contract Documents, including, without limitation, those for the commencement, prosecution, interim milestones, and completion of the Work, and for the delivery and installation of materials and equipment, are of the essence in this Agreement.

- .1 The date of Final Completion of the Work or a designated portion thereof, is the date, certified by the Owner, when construction is finally complete in accordance with the Contract Documents that the Owner may, if it so elects, occupy and use the Work or designated portion thereof for the purposes for which it was intended. Final Completion includes final punch list completion.
- .2 If the Contractor fails to achieve Final Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the following daily amounts commencing upon the first day following expiration of the Contract Time and continuing until the Date of Final completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the work:

Liquidated Damages: Instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) the Contractor shall pay to the Owner the sum of Five Hundred Dollars (\$500.00) for each consecutive calendar day following the two hundred eighty five (285) consecutive calendar days from Notice to Proceed.

Alternate NO. 3, Liquidated Damages: Instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) the Contractor shall pay to the Owner the sum of Two Thousand Five Hundred Dollars (\$2,500.00) for each consecutive calendar day following the two hundred ten (210) consecutive calendar days from Notice to Proceed.

- .3 The Owner may deduct liquidated damages as described in Subparagraph .2 (above) from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at a rate equal to the lower of the Treasury Bill rate or the highest lawful rate of interest payable by the Contractor.

Change Paragraph 14.4.2 as follows:

Replace the word "Substantial" to read "Final".

Article 17 Modifications

Change Paragraphs 17.1, 17.2, and 17.4 as follows:

Replace the word "Substantial" to read "Final".

AS3 Specification Section 01030 ALTERNATES, Page 2, Part 3.1

Add the following paragraph:

- C. Alternate No. 3: Amount the Base Bid would change to decrease the completion time of the Work to two hundred ten (210) consecutive calendar days from the Notice to Proceed in lieu of the two hundred eighty five (285) days base bid.

AS4 Specification Section 01100 SUMMARY, Page 2, Part 1.5.

Add the following paragraph:

- B. Use of Adjacent Floors: Limit the duration of demolition and construction activities on adjacent floors to the greatest extent possible. Coordinate with the Owner's Representative to schedule the length and time of said activities.
 - 1. Major demolition and construction activities related to the structural steel modifications below Rooms 535, 536 and 537 shall be limited to weekends beginning at 5:00 p.m. on a Friday and ending on Monday at 8:00 a.m.

AS5 Specification Section 01290 APPLICATIONS FOR PAYMENT

Replace the phrase "Substantial Completion" to read "Final Completion" throughout the specification section.

AS6 Specification Section 01740 WARRANTIES

Replace the phrase "Substantial Completion" to read "Final Completion" throughout the specification section.

AS7 Specification Section 01770 CLOSEOUT PROCEDURES

Replace the phrase "Substantial Completion" to read "Final Completion" throughout the specification section.

AS8 Specification Section 01732 SELECTIVE DEMOLITION, Page 3, Part 1.7, D.

Delete the paragraph and subparagraphs in their entirety and replace with the following:

- D. Asbestos Containing Material Removal: An Asbestos Survey has been conducted for the 5th Floor of the Sedgwick County Courthouse by Precision Environmental Services. The survey was conducted in multiple locations on the 5th Floor including areas that are outside the Scope of the Work. The Contractor shall be responsible for the removal of Asbestos Containing Material identified in the survey for the area within the Scope of the Project. The floor tile in the Stairwells within the area of the Project shall be excluded as part of the Scope of the Work. The Contractor shall remove all asbestos containing material within

the Scope of the Work following all applicable Federal, State and Local guidelines for proper removal.

AS9 Specification Section 08322 STEEL DETENTION DOORS AND FRAMES, Page 8, Part 2.3, H., 1.

Delete paragraph 1 and subparagraphs a. and b. and replace as follows:

1. Acceptable Manufacturers:
 - a. Folger Adam Company.

AS10 Specification Section 08322 STEEL DETENTION DOORS AND FRAMES, Page 8, Part 2.3, J., 1.

Replace opening size to read:

Minimum 24-inches by 36-inches.

AS11 Specification Section 08710 DOOR HARDWARE, Page 3, Part 2.1, A., 2.

Delete subparagraphs a. and b. and replace as follows:

- a. Sargent Architectural Hardware.

AS12 Specification Section 08710 DOOR HARDWARE, Page 4, Part 2.1, A., 3.

Replace subparagraph a. as follows:

- a. Sargent Architectural Hardware, "10" Line Series with an "AJ" restricted keyway.

AS13 Specification Section 08710 DOOR HARDWARE, Page 12, Part 3.3.

General Note: Replace specified locksets and latches to the equivalent Sargent Architectural Hardware Product.

AS14 Specification Section 09300 TILE, Page 4, Part 2.3, A., 3.

Delete paragraph 3. and replace with the following:

3. Nominal Facial Dimensions: 20 inches by 20 inches at all locations, unless otherwise indicated. Provide 14 inch by 14 inch at Men's and Women's Restrooms.

AS15 Specification Section 09300 TILE, Page 5, Part 2.4, B., 2.

Delete paragraph 2. and replace with the following:

2. Use chemical-resistant epoxy mortar at all Men's and Women's Restroom porcelain stone tile floors. Use latex portland cement mortar at all other porcelain stone tile floors.

AS16 Specification Section 09300 TILE, Page 5, Part 2.5, B., 1.

Delete paragraph 1. and replace with the following:

1. Provide product compatible with latex portland cement mortar and epoxy mortar where applicable. Use at all porcelain stone tile flooring.

AS17 Specification Section 09720 WALL COVERINGS

Delete Specification Section in its entirety.

AS18 Specification Section 09900 PAINTING, Page12, Part 3.7, H.

Delete paragraph H. in its entirety. Interior Architectural Woodwork shall be shop finished as specified.

AS19 Specification Section 11191 DETENTION WORK, Page 2, Part 1.4, A.

Add the following paragraph:

5. The Bratton Corporation
6. ISI Detention Contracting Group, Inc.

DRAWING CHANGES

AD1 Sheet A1.4 Equipment Plan

Clarification: Owner supplied, G.C. installed pedestal and freestanding seating will be delivered to the courthouse loading dock. G.C. shall be responsible for delivery to project location.

AD2 Sheet A2.1 Door Schedule

Revise the vision panel size in Door "F" to read:

2'-0" x 3'-0".

ATTACHMENT(S)

1. Asbestos Containing Materials and Presumed Asbestos Materials, 6 pages (8½" x 11").

END OF ADDENDUM NO. 2

SEDGWICK COUNTY COURTHOUSE

5TH FLOOR SAMPLES AND LOCATIONS

ASBESTOS CONTAINING MATERIALS AND PRESUMED ASBESTOS MATERIALS

PREPARED BY:

**Precision Environmental Services
1405 S. Mosley
Wichita, Kansas 67211
316-265-0012**

5TH FLOOR ACM & PACM SUMMARY

Building: Sedgwick County Courthouse
Wichita, Kansas
5th Floor

FRIABLE MATERIALS

Sample Number	Description	Sample Location	Results	Condition
001-MJF	6 Mudded Joint Fittings	SE Corner/West Wing	40 %	Damaged
023-MJF-PES*	2 Mudded Joint Fittings	Room 501—Above Suspended Ceiling	35-40%	Damaged
023-MJF-PES*	3 Mudded Joint Fittings	Room 503—Above Suspended Ceiling	35-40%	Damaged
023-MJF-PES*	3 Mudded Joint Fittings	Break Room E. of Room 506—Above Suspended Ceiling	35-40%	Damaged
023-MJF-PES*	3 Mudded Joint Fittings	Room 507—Above Suspended Ceiling	35-40%	Damaged
023-MJF-PES*	12 Mudded Joint Fittings	Pipechase—S. of Room 508	35-40%	Significantly Damage
023-MJF-PES*	7 Mudded Joint Fittings	Courtroom 5-4—Above Suspended Ceiling	35-40%	Damaged
023-MJF-PES*	21 Mudded Joint Fittings	Above Suspended Ceiling—E. Wall	35-40%	Significantly Damage
023-MJF-PES*	8 Mudded Joint Fittings	Courtroom 5-5—Above Suspended Ceiling	35-40%	Damaged
023-MJF-PES*	1 Mudded Joint Fitting	Room 527—Above Suspended Ceiling	35-40%	Significantly Damage

5TH FLOOR ACM & PACM SUMMARY

Building: Sedgwick County Courthouse
Wichita, Kansas
5th Floor

FRIABLE MATERIALS

Sample Number	Description	Sample Location	Results	Condition
023-MJF-PES*	2 Mudded Joint Fittings	Room 526—Above Suspended Ceiling	35-40%	Damaged
023-MJF-PES*	4 Mudded Joint Fittings	Room 524—Above Suspended Ceiling	35-40%	Damaged
023-MJF-PES*	3 Mudded Joint Fittings	Room 523—Above Suspended Ceiling	35-40%	Damaged
023-MJF-PES*	17 Mudded Joint Fittings	S. End of W. Hall—Above Suspended Ceiling	35-40%	Damaged
023-MJF-PES*	13 Mudded Joint Fittings	S. Mech. Room	35-40%	Significantly Damage
023-MJF-PES*	5 Mudded Joint Fittings	SE Pipechase	35-40%	Significantly Damage
023-MJF-PES*	6 Mudded Joint Fittings	NE Pipechase	35-40%	Significantly Damage
040-PI-PES***	12 Mudded Joint Fittings	NE Pipechase	35-40%	Damaged

*- 023-MJF-PES—Sampled on 1st Floor

*** - 040-PI-PES—Sampled on 12th Floor

5TH FLOOR ACM & PACM SUMMARY

Building: Sedgwick County Courthouse
Wichita, Kansas
5th Floor

NON-FRIABLE MATERIALS

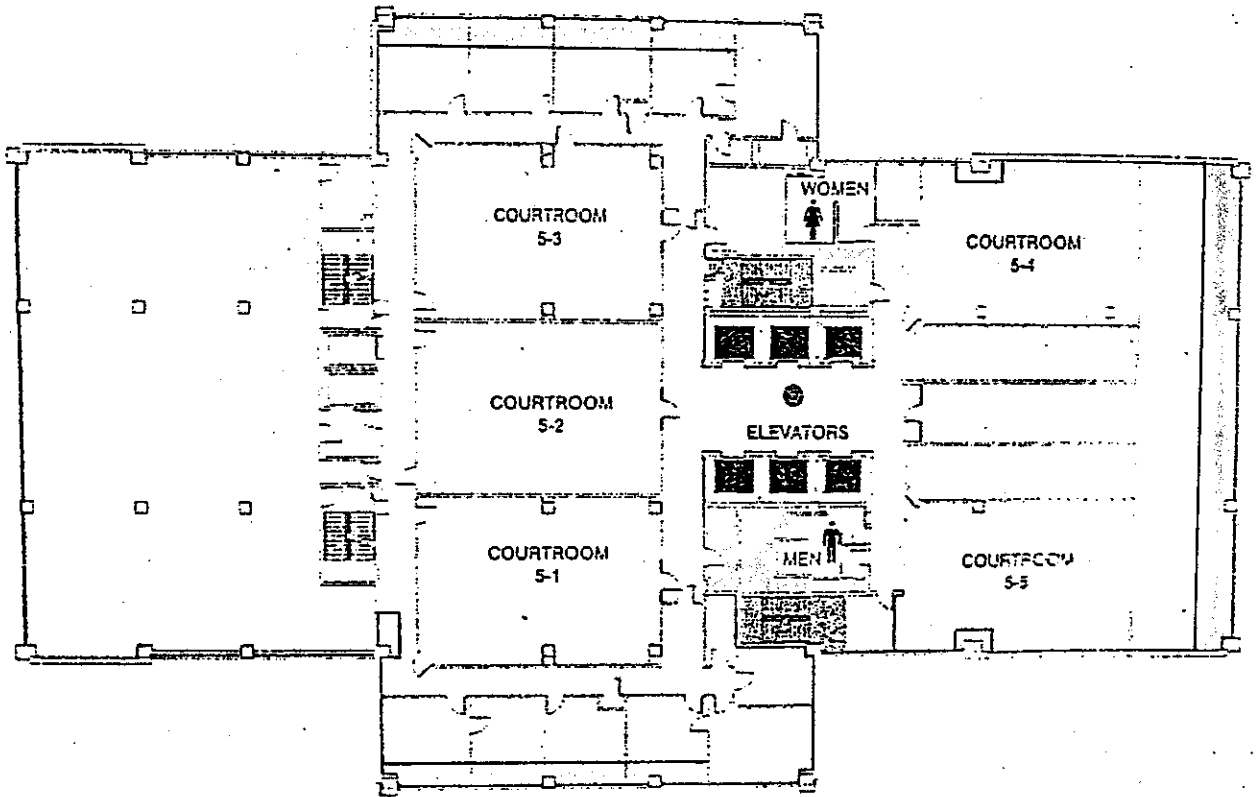
Sample Number	Description	Sample Location	Results
PRESUMED	144 sq ft/12" Light Grey Floor Tile	NW Stairwell	
PRESUMED	144 sq ft/Violet Floor Tile	NE Stairwell	
PRESUMED	128 sq ft/Beige Floor Tile	SW Stairwell	
PRESUMED	144 sq ft/9" Violet Floor Tile	NE Stairwell	
PRESUMED	64 sq ft/9" Tan Floor Tile	SE Stairwell	
30-FT-PES**	144 sq ft/9" Dark Grey Floor Tile	SE Stairwell	4%
PRESUMED	400 sq ft/12" Light Beige Floor Tile	Courtroom 5-1	
PRESUMED	400 sq ft/12" Light Beige Floor Tile	Courtroom 5-2	
PRESUMED	400 sq ft/12" Light Beige Floor Tile	Courtroom 5-3	

****030-FT-PES—Sampled on 1st Floor**

SEDGWICK COUNTY COURTHOUSE - 5TH FLOOR



MUDDIED FITTING LOCATIONS



SEDGWICK COUNTY COURTHOUSE - 5TH FLOOR



FLOOR TILE &/or MASTIC LOCATIONS

