

ADDENDUM NO. 1

RFB #17-0040

Sedgwick County Project: 2017 Nova Chip (R175-B)


The items contained herein now become a part of the referenced plans and specifications. Please read the following items and acknowledge receipt of this addendum on the Proposal Page Number P-1R. NOTE: THIS ADDENDUM MUST BE ACKNOWLEDGED TO CONSTITUTE A VALID BID.

SPECS:

Replace page NTB-1 with NTB-1R. (Changing let date)

Replace page P-1 with P-1R. (Changing start window and completion date)

Replace pages CCD-1 to 2 with CCD-1R to 2R.

By: 
David C. Spears, P.E.
Director/County Engineer

Date: March 23, 2017

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed proposals for construction work in SEDGWICK COUNTY, State of Kansas, said work known as Sedgwick County Project 2017 Nova Chip (R175-B)

will be received at the Sedgwick County Purchasing Office, 525 N. Main, Room 823, Wichita, Kansas, 67203, until 1:45 p.m., Central Time, Tuesday, May 16, 2017, and then publicly opened at 2:00 p.m. at the Requests for Quotation/Proposal Meeting. Recommendations for purchase will be made the following Thursday at 10:00 a.m. at the Board of Bids and Contracts Meeting. The project to be constructed or improved is approximately 87 miles and is briefly described as follows (the "Project"):

Ultrathin Bonded Asphalt Surface and Pavement Marking
on selected roads in Sedgwick County, Kansas

Proposals must be accompanied by a certified or cashier's check, or bid bond with a Surety licensed in the State of Kansas and acceptable to the County Clerk in an amount to be at least five percent (5%) of the proposal. Checks to be made payable to the County Clerk of Sedgwick County, Kansas, and drawn on a solvent Kansas Bank. These checks are to be retained by the County Clerk until the contract for the project shall have been awarded and are a guarantee that if awarded the contract, the bidder will enter a contract and give bonds as required.

Contract Documents are available in electronic form only and may be downloaded from <https://ssc.sedgwickcounty.org/constructionprojects/>.

Company information of persons downloading Contract Documents will be collected to generate a plan holder list which will be updated and available on the Public Works construction project page found at www.sedgwickcounty.org/public_works.

If you experience any issues accessing the documents, please contact Julie Williams at Sedgwick County Public Works, (316) 660-1777.

Contract documents for the Project may be viewed at the following locations:

Office of the County Engineer, 1144 S. Seneca, Wichita, Kansas 67213
Office of the County Clerk, 525 N. Main, Wichita, Kansas 67203

The successful bidder will be furnished with one (1) set of paper Contract Documents.

The Board of County Commissioners reserves the right to reject any and all proposals and to waive technicalities.

BOARD OF COUNTY COMMISSIONERS
SEDGWICK COUNTY, KANSAS

NTB-1R

PROPOSAL

1. The undersigned bidder (the "Bidder"), proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to construct Sedgwick County Project No. 2017 Nova Chip (R175-B) in accordance with the Contract Documents.

2. If this Proposal is accepted, Bidder agrees to execute and deliver to County a contract in accordance with the Contract Documents and within ten days of notice of the award to Bidder. Bidder agrees that the bid deposit given concurrently herewith shall become the property of County in the event Bidder fails to execute and deliver such contract within said time. In the further event of such failure, Bidder shall be liable for County's actual damages that exceed the amount of the bid deposit.

3. The Notice to Proceed shall be issued no sooner than July 10, 2017, but it shall be issued no later than July 24, 2017. Bidder agrees to complete the work according to the Contract Documents by October 14, 2017.

4. Time is of the essence in the Bidder's performance. Bidder agrees that County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if Bidder defaults in the performance of the Contract Documents, Bidder shall be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.

5. Bidder agrees to maintain the improvements constructed and shall make good all defects in material and workmanship for a period of one year, or for such other periods as provided for in the Contract Documents, after completion of said improvements.

6. Bidder hereby certifies that it has carefully examined all of the Contract Documents for the Project, that it has inspected the location of the Project and understands the nature and scope of the work to be done; and that this Proposal is based on the terms, conditions, and requirements of the Contract Documents. Bidder agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the Project as aforesaid.

7. Bidder's proposed sureties and insurers are subject to the approval of County.

8. Bidder certifies that this Proposal is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the Project will result from free, open and competitive bidding among all Bidders.

9. Bidder acknowledges receipt of addenda No's. _____.

Company or Firm Name _____

Address _____

EIN _____

By _____ Title _____

SPECIAL PROVISION

NOTE: This special provision is generally written in the imperative mood. The subject, "the Contractor" is implied. Also implied in this language are "shall", "shall be", or similar words and phrases. The word "will" generally pertains to decisions or actions of Sedgwick County Public Works.

WORK SCHEDULE; SPECIFIED CALENDAR COMPLETION DATES; LIQUIDATED DAMAGES

I. PROJECT DEFINED; NATURE OF PROJECT

The primary operations to be undertaken in this project (Project No. R175-B) consists of the construction of an ultrathin bonded asphalt surface on select county roads in Sedgwick County, KS.

II. NOTICE TO PROCEED

A. The Engineer will issue the notice to proceed after the Contractor executes the Contract and has participated in the pre-construction conference held by Sedgwick County for the Project.

III. CALENDAR COMPLETION DATE OF OCTOBER 14, 2017 FOR COMPLETION OF ALL WORK NECESSARY TO OPEN THE PROJECT TO UNRESTRICTED TRAFFIC; LIQUIDATED DAMAGES

A. On or before **October 14, 2017**, the Contractor shall complete all work necessary to open the Project to unrestricted traffic, including either temporary pavement markings or permanent pavement markings as the Contract Documents require.

B. Liquidated Damages. If the Contractor fails to complete all work necessary to open the Project to unrestricted traffic as specified in Section III.A on or before **October 14, 2017**, the Contractor shall be liable for liquidated damages. Excluding Sundays and legal Holidays, the liquidated damages charged and owing shall be **one thousand five hundred dollars (\$1,500.00)** per day for each calendar day, or part thereof that the project is not open to unrestricted traffic after **October 14, 2017**.

C. The Engineer may charge damages under both Section III.B and Section IV.B for failure to complete the work timely as required; however, if damages are assessed on the same day, the Engineer will not withhold more than **\$1,500.00** on that day.

D. The Engineer will not charge liquidated damages if the Contractor chooses to place temporary pavement marking rather than completing the permanent pavement markings on or before **October 14, 2017**. However, the Contractor shall install and maintain (at no cost to Sedgwick County) all necessary temporary pavement markings until the permanent pavement markings are installed.

IV. CALENDAR COMPLETION DATE OF OCTOBER 20, 2017 FOR COMPLETION OF ALL WORK INCLUDING PERMANENT PAVEMENT MARKING, SEEDING AND CLEANUP; LIQUIDATED DAMAGES

A. **Subsection 108.4c** of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction (2015 Ed.) (Standard Specifications) does not apply to this Contract. Instead, the Contractor shall complete the remaining, unfinished contract pay items (including the permanent pavement markings, if not done by **October 14, 2017**), permanent seeding, subsidiary items, incidental work, final cleanup, and final punch list on or before **October 20, 2017**.

B. Liquidated Damages. If all remaining, unfinished contract pay items (including the permanent pavement markings, if not done by **October 14, 2017**), permanent seeding, subsidiary items, incidental work, final cleanup, and final punch list is not completed on or before **October 20, 2017**, the Contractor

shall be liable for liquidated damages. Excluding Sundays and legal Holidays, the liquidated damages charged and owing shall be **one thousand five hundred dollars (\$1,500.00)** per day for each calendar day, or part thereof, that the project is not complete after **October 20, 2017**.

C. The liquidated damages charged in Section IV.B are in addition to the liquidated damages that may be charged under Section III.B; however, the Engineer will not withhold more than **\$1,500.00** in damages on any one day.