

ADDENDUM NO. 1

Sedgwick County Project: 632-817; Intersection Improvements at 55th St. South and Meridian (R351)


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-1. NOTE: THIS ADDENDUM MUST BE ACKNOWLEDGED TO CONSTITUTE A VALID BID.

SPECS:

Replace page P-1 with P-1R; changing start window
Replace page GN-2 with GN-2R; notification of utility accomodation

PLANS:

N/A

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

Date: April 1, 2020

PROPOSAL

1. The undersigned bidder (the "Bidder"), proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to construct Sedgwick County Project No. 632-817; Intersection Improvements at 55th St. South and Meridian (R351) 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 contract execution, but it shall be issued no later than May 26, 2020. Bidder agrees to complete the work according to the Contract Documents by August 8, 2020.

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 _____

NPDES Permitting

Transfer of Stormwater Discharge and Control Responsibility

Sedgwick County has submitted a Notice of Intent (NOI) to obtain a National Pollutant Discharge and Elimination System (NPDES) permit through KDHE for the Project. A Notice of Transfer of Owner/Operator (NOTO) will be provided by Sedgwick County and must be completed by the Contractor prior to the preconstruction meeting.

The original permit obtained by Sedgwick County will be for approximately 1 year. Per the NOTO form, “to continue coverage, the new permittee must assume the responsibility to pay the annual permit fee and continue to implement the Stormwater Pollution Prevention Plan (SWPPP) developed for the permitted area.” This will require the Contractor to pay the annual permit fee of \$60 with each permit renewal prior to its expiration. The permit does not cover Contractor borrow or waste sites adjacent to or in the vicinity of the Project.

Per KDHE’s NPDES General Permit, the permittee “shall ensure the entire construction site...is inspected on a regular schedule and within 24 hours of the end of a precipitation event which results in precipitation of 0.5 inches or greater. Regularly scheduled inspections shall at a minimum be once every 14 days.” Upon completion of the NOTO, the Contractor becomes the permittee and thus required to meet the requirements of the General Permit including performing the required inspections. Sedgwick County will be inspecting the site’s BMPs every 14 days and following rain events; the Contractor may incorporate these inspections into the SWPPP at his option.

Any costs associated with permit fees, contractor site inspections and updates/revisions to SWPPP documentation shall be SUBSIDIARY to erosion control bid items.

The Contractor shall submit a Notice of Termination (NOT) to KDHE to terminate permit coverage when soil disturbing activities are complete and final stabilization in all disturbed areas has been achieved. The project is considered to be stabilized when perennial vegetation, pavement and structures cover all areas which have been disturbed. Vegetation must have a density of at least 70 percent of the density of undisturbed areas at or near the site. If Final Acceptance is issued prior to final stabilization of all disturbed areas, the Contractor shall complete a NOTO to transfer the permit to Sedgwick County.

Utility Accommodations

A utility conflict(s) may exist between 55th Sta. 57+00 and Sta. 60+50 Lt. (stormwater sewer construction area) that will require the Contractor to work in other areas upon initial start of construction.

The Contractor shall not excavate for stormwater sewer improvements between 55th Sta. 57+00 and Sta. 60+50 Lt. without a representative from both Zayo Group and Black Hills Energy onsite. Contact Mr. Jeff Capps at (316) 833-9032 and Mr. Jesse Lunsford at (620) 218-1524 to provide advanced notice of three (3) working days so that representatives can be scheduled to be onsite.

The utility pole, transformer box and hand hole located near 55th Sta. 59+00 Lt. will remain and not be relocated. The Contractor shall schedule his work to construct the stormwater sewer improvements while protecting the utility hardware from damage during construction.