

# DOUGLAS COUNTY

## PURCHASING DEPARTMENT

1819 FARNAM STREET  
902 CIVIC CENTER  
OMAHA, NE 68183-0902  
PHONE (402) 444-4954 FAX (402) 444-4992

February 17, 2016

### NOTICE TO BIDDERS:

**REQUEST FOR BID ON  
OPW 52910: 2016 Brick Street Restoration – Various Locations within the  
City of Omaha**

Bid Opening Date: Wednesday, February 24, 2016, at 11:00 a.m. CST

### ADDENDUM NO. 2:

### NOTICE TO PLAN HOLDERS:

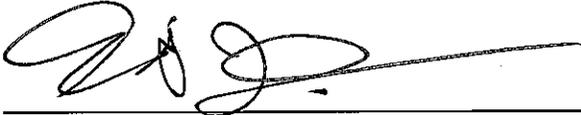
Notice to Plan Holders: The following revisions to the contract documents, special provisions, and plans shall be acknowledged in Article 3 of the Bid Form.

Contract Documents, Special Provisions, and Plans:

1. Please see the attached three (3) pages.

### END OF ADDENDUM

**ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND  
RETURNING THIS ADDENDUM COVER SHEET WITH YOUR BID.**



Eric J. Carlson – Purchasing Agent – City of Omaha/Douglas County Purchasing

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Title

**ADDENDUM NO. 2**

DATE OF ISSUE February 17, 2016

DATE OF ADVERTISEMENT January 27, 2016

DATE OF BID OPENING February 24, 2016

PROJECT NO.

**OPW 52910**

**2016 Brick Street Restoration – Various Locations within the City of Omaha**

**NOTICE TO PLAN HOLDERS:**

**The following revisions to the contract documents, special provisions, and plans shall be acknowledged in Article 3 of the Bid Form.**

**CONTRACT DOCUMENTS, SPECIAL PROVISIONS, AND PLANS**

- 1. 00 52 13-1 Agreement Article 4, 4.02 Contract Times: Dates #B. both dates should be October 28, 2016, not December 16, 2016. Replace page 1 of the Agreement with the new page 1 attached.**
- 2. Special Provisions page 1 should read: "The contract shall commence on March 21, 2016 or issuance of Notice to Proceed and run for a period of Two hundred fifty-one (251) calendar days." (was previously 271 days) Replace page 1 of the Special Provision with the new page 1 attached.**

**Two (2) attachments**

CITY OF OMAHA  
PUBLIC WORKS DEPARTMENT BY

  
for Project Engineer

BY

  
for Transportation Services Manager

## SECTION 00 52 13-AGREEMENT

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EJCDC® C-520 (Rev. 1), Agreement Between OWNER and CONTRACTOR for Construction Contract (Stipulated Price).  
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THIS AGREEMENT is by and between the City of Omaha, herein after called Owner, and \_\_\_\_\_, hereinafter called Contractor. Owner and Contractor hereby agree as follows:

### ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents for the project identified herein.

### ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: City of Omaha OPW 52910, 2016 Brick Street Restoration – Various Locations within the City of Omaha

### ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by \_\_\_\_\_.

- 3.02 The Owner has retained \_\_\_\_\_ (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### ARTICLE 4 – CONTRACT TIMES

#### 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.02 *Contract Times: Dates*

- A. A Notice to Proceed is expected to be delivered by **March 21, 2016**.  
B. The Work will be substantially completed on or before **October 28, 2016**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 28, 2016**.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

**SPECIAL PROVISIONS  
2016 BRICK STREET RESTORATION - VARIOUS LOCATIONS  
WITHIN THE CITY OF OMAHA**

**SCOPE OF THIS PORTION OF CONTRACT**

This work shall consist of the restoration of existing brick street pavement surfaces by the removal of bituminous concrete patches, P.C.C. patches, and existing paving bricks in settled or heaved areas, and the replacement with existing and salvaged paving bricks.

**The contract shall commence on March 21, 2016 or issuance of Notice to Proceed and run for a period of Two hundred fifty one (251) calendar days.**

**ALTERATIONS OF PLANS**

Alterations shall not waive or invalidate any contract provisions. Upon submitting a proposal, the Contractor acknowledges that the quantities contained in the proposal form (P2) are estimates that may vary significantly. No claims for anticipated profit, profit loss, or any other damage due to variation between the proposal and the actual quantities are allowed. The City reserves the right to partially or completely eliminate one or more contract items from the contract.

**SPECIAL WORK SCHEDULING**

Special Provision eight (8) depicts phasing sequences that are to be used for the construction of the project. Any deviation from these sequences shall require the approval of the Engineer.

Areas shall be barricaded so that the vehicular traffic cannot come within 5' (five feet) of an unrestrained edge, to prevent further unraveling of the pavers.

**PROCEDURES**

**A. REMOVE BRICK PAVEMENT**

"Remove Brick Pavement" shall consist of the use of equipment and materials needed to remove the bricks in the areas described by the plans. Concrete patches, thin asphalt patches and full depth asphalt patches (with no brick pavement beneath) shall be removed completely and disposed of by the Contractor. Paving bricks beneath asphalt shall be removed, cleaned and reused as directed by the Engineer. Brick removal shall be carried out in such a manner such as to salvage the MAXIMUM number of existing brick pavers for cleaning and reuse.

The Contractor shall carefully remove the salvaged pavers and stack on pallets. The pavers shall be secured to the pallets or covered to prevent theft or stored in a secure location.

The Contractor at their expense shall dispose of all excavated and unsalvageable brick. Care will be taken to not disturb adjacent brick pavement and curb.

The removed paving bricks shall be stored by the contractor until they are needed for reuse. Existing sand bedding shall be removed such that a thorough inspection of the underlying base can be made. Removal of sand shall not be measured and will be subsidiary to the Item "Remove Brick Surface". Remove Brick Pavement shall be measured and paid for by the square yard (SY) for the item "Remove Brick Surface".