



ARCHITECTURE • ENGINEERING • INTERIOR DESIGN

ADDENDUM

PROJECT: Dodge County, Department of Roads
New Maintenance Facility
Fremont, Nebraska

ADDENDUM NUMBER

AD-1

ISSUED BY:

Mike Wachal, Coordinating Professional
Lyndon Nelson, Architect
Jim Luedke, Structural Engineer
Jeff Kulhanek, Mechanical Engineer
Brian Meyers, Electrical Engineer

PROJECT #: 14-0224

DATE ISSUED: Monday, March 23, 2015

This addendum is issued by the Architect to all known bidders before receipt of proposals, for the purpose of explaining, interpreting, or modifying the original plans and specifications. When enumerated by the bidder upon the proposal sheet, the information or instructions given hereon will be equally binding upon all parties as if included in the original plans and specifications.

BIDDER MUST ENTER THE NUMBER OF THIS ADDENDUM ON HIS PROPOSAL SHEET

THE FOLLOWING ITEMS ARE GENERAL INFORMATION:

AD-1, ITEM 1:

See attached **Plan View List** for on-line plan room indicating contractors, subcontractors, and suppliers viewing documents via Submittal Exchange.

AD-1, ITEM 2:

As a matter of clarification, please note that the Architect has paid the subscription fee for the project web-site via Submittal Exchange. The General Contractor is to exclude any costs for this service.

THE FOLLOWING ITEMS ARE APPLICABLE TO THE SPECIFICATIONS:

AD-1, ITEM 3:

In reference to the **General Conditions and Supplementary General Conditions**, this item was inadvertently left out of the hardcopy specification booklet. Document is attached.

AD-1, ITEM 4:

The following manufacturers will be considered as approved for the products in which they are listed below. This does not relieve the supplier from providing products that meet or exceed the specification requirements. Therefore, if specific products are proposed as a substitution for those specified which do not meet the requirements and intent of the specifications, they will not be approved.

Section 033000 – Cast-in-place Concrete: Barrier-Bac VB-250

Section 099123 - Interior Painting: Diamond Vogel

Section 072100 - Thermal Insulation: Knauf

Section 095113 - Acoustical Panel Ceilings: Rockfon 6600 Artic

Section 133419 - Metal Building Systems: Star Building Systems

AD-1, ITEM 5:

In reference to specification section 075323 - Ethylene-propylene-diene-monomer (EPDM) Roofing, on page 075232-3 under 2.3 Roof Insulation add the following:

C. At contractors option two (2) separate layers of 2" thick Polyisocyanurate Board Insulation with a separate 1/4" thick (minimum) type VII, glass mat faced gypsum protection board may be provided in lieu of the composite board. Installation to meet roofing manufacturers recommendations.

AD-1, ITEM 6:

In reference to specifications, the following manufacturers and products are approved subject to compliance with specifications, schedules and approval of shop drawing submittals:

08900 – Louvers

Mfr: Louvers & Dampers

224000 – Flush Valves

Mfr: Moen

224000 – Faucets

Mfr: Moen

224000 – Showers

Mfr: Willoughby

233113 – Spiral Duct

Mfr: LaPine, SET

237339 – Indoor, Direct Gas Fired Units

Mfr: Captiveaire

THE FOLLOWING ITEMS ARE APPLICABLE TO THE DRAWINGS:

AD-1, ITEM 7:

In reference to sheet C-101, Site Plan, existing spot elevations showing the top of existing grade at the building have been added to Detail 2, Site Plan. Revise the scale on Detail 1, Vicinity Plan, to indicate the plan is drawn at 1"=100'-0". Revise the scale on Detail 2, Site Plan, to indicate the plan is drawn at 1"=20'-0". See attached Supplemental Drawing C-101, revised 03-23-2015.

The general contractor is responsible for site prep and grading at the new building and adjacent concrete apron only. The owner will be responsible for site prep and grading beyond the building/concrete apron.

AD-1, ITEM 8:

In reference to sheet A-103, Roof Plan, the cover board thickness for the polyisocyanurate insulation is to be revised to 1/4" thick (minimum) in lieu of 1/2" thick.

AD-1, ITEM 9:

In reference to sheet A-201, Elevations, the clear anodized canopy shown on Detail 1, West Elevation, is to be provided as part of the base bid and not as add alternate 1 as indicated.

END AD-1

Public Planroom Access Log

Last Access Date	Name	Company	Email	TOU Accept Date
3/13/2015	Greg Hunt	Behlen	greg.hunt@behlenedge.com	3/13/2015
3/16/2015	Kerri White	Behlen building systems	kerri.white@behlenedge.com	3/16/2015
3/19/2015	Adam Bergland	Behlen Manufacturing	adam.bergland@behlenedge.com	3/19/2015
3/23/2015	Matt Heavican	Bierman Contracting Inc.	matt.heavican@bierman-inc.com	3/17/2015
3/18/2015	Traci Cerny	Bierman Contracting, Inc.	traci@bierman-inc.com	3/18/2015
3/19/2015	Dustin Williams	BK Flooring Company	bkflooringc@gmail.com	3/19/2015
3/21/2015	Don Canale	Canam Steel Building Corporation	sales@canamsteelbuildings.com	3/21/2015
1/30/2015	Alan Doll	Dodge County NE.	dodgecoroads@hotmail.com	1/30/2015
3/18/2015	Dennis Dohmen	Dohmen Garage Door Inc.	dohmengaragedoorinc@yahoo.com	3/18/2015
3/22/2015	Mitch Holt	Genesis Contracting Group LLC	mholt.gc@gmail.com	3/19/2015
3/19/2015	Rich	kay dee co	rich@kaydeeco.com	3/19/2015
3/19/2015	Buffy Kohl	Kohl Construction, Inc	kohlinc@megavision.com	3/19/2015
3/12/2015	Mel Morton	Lacey Construction Inc.	mel@laceyinc.com	3/12/2015
3/17/2015	Eric Ritz	Mark VII Enterprises	eric@markviienterprises.com	3/17/2015
3/23/2015	Glenn Miller	Midwest Floor Covering	glenn@mwfloor.com	3/23/2015
3/18/2015	cory pemberton	platte mechanical	cory@plattemechanical.com	3/18/2015
3/23/2015	Cory Pemberton	Platte Mechanical	Office@plattemechanical.com	3/18/2015
3/19/2015	Greg Schreiber	Schreiber bro's Inc.	gregschreiber@neb.rr.com	3/19/2015
3/19/2015	spenser kudera	Spenser's Trenching and Electric	kuderasr@yahoo.com	3/19/2015
3/20/2015	Spenser kudera	Spenser's trenching and electric	kuderasr@yahoo.com	3/20/2015
3/17/2015	Rich Reisdorff	TIJ Construction, LLC	Rich@tijconstructionllc.com	3/17/2015

GENERAL CONDITIONS

AIA DOCUMENT A201:

The General Conditions of this Contract are those contained in the American Institute of Architects Document A201-2007, Electronic Format "General Conditions of the Contract for Construction," Articles 1 through 15, 41 pages, hereinafter referred to as the AIA General Conditions. These conditions are hereby incorporated by reference into this document and, except as hereafter modified by the Supplementary General Conditions, their provisions are just as binding as if fully repeated herein. Copies of the AIA General Conditions will be furnished by the Architect upon request.

SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction," AIA Document A201 – 2007, Electronic Format. Where any Article of the General 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 3 - CONTRACTOR

Add the following new paragraph:

3.6.2 Sales and Use Taxes on tangible personal property to be incorporated into the Project are to be *excluded*. The Owner will appoint the Contractor as purchasing agent for the Owner which will authorize the Contractor to issue exempt sales certificates to subcontractors and vendors when purchasing personal tangible property to be incorporated into the project.

Add the following under Paragraph 3.7.1:

3.7.1.1 The Contractor for General Construction shall make application and file the necessary plans and specifications with the Building Officials and pay all fees necessary to obtain the permits.

ARTICLE 7 - CHANGES IN THE WORK:

Add the following new paragraphs:

7.2.3 Cost shall be limited to the following: cost of materials, including sales tax and cost of delivery, cost of labor, including social security, old age and unemployment insurance, and fringe benefits under collective bargaining agreements; workman's compensation insurance; bond premiums; and rental value of power tools and equipment. Overhead shall include the following: project management, supervision, superintendence, wages of time keepers, watchmen and clerks, hand tools, incidentals, general office expense, and all other expenses not included in "cost."

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7.2.4 Itemized contract change proposals prepared by Contractors shall remain valid for a period of 45 days after the receipt of such proposal by the Architect.

7.2.5 The maximum percent which shall be allowed for Contractor's combined overhead and profit shall be as follows:

7.2.5.1 For the subcontractor, 10% of the net extra cost of the work the subcontractor performs. For the Contractor, 5% of the net extra cost of the work performed by subcontractors. For the Contractor, 15% of the net extra cost of the work the Contractor performs with the Contractor's own forces.

ARTICLE 8 - TIME:

Change Paragraph 8.1.2 to read as follows:

8.1.2 The Contractor shall commence work under the contract upon receipt of the authorized "Notice to Proceed" and shall substantially complete the entire project not later than the time in calendar days indicated on the proposal form.

Add the following Paragraph 8.1.5 to read as follows:

8.1.5 The Contract Time is the time period in calendar days to achieve Substantial Completion of the Work as defined in Subparagraph 8.1.3, stipulated as such by the Contractor in his proposal. In thus establishing the Date of Substantial Completion, the Contractor agrees that he has considered all necessary matters including, but not limited to, the climatic conditions which normally prevail at the project location during the project Contract Time, the industrial conditions of the locality, including the availability of manpower and materials, and his capacity as well as the capacity of each and all of his subcontractors to complete their work within the Contract Time.

Add the following to the end of Paragraph 8.3.1:

. . . The Contractor's sole remedy for any of the above described delays shall be an extension of time.

Subparagraph 8.3.1. Subparagraph 8.3.1. shall be amended by deleting the words "or delay authorized by Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay," and the following additional sentence shall be added at the end of Subparagraph 8.3.1.:

"Contractor acknowledges and agrees that adjustments in Contract Time will be permitted for a delay only to the extent such delay (1) is not caused, or could have been reasonably avoided by Contractor, and (2) could not be limited or avoided by Contractor's notice to Owner of delay."

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Add the following new Paragraph 8.3.1.1.:

8.3.1.1 It shall be recognized by the Contractor that he may reasonably anticipate that as construction progresses, the construction schedule will be changed and updated. Therefore, no claim for an increase in the Contract sum for either acceleration or delay, for extensions of time pursuant to Paragraph 8.3.1, or for any other changes in the construction schedules which are of the type ordinarily experienced in projects of similar size and complexity, will be allowed.

Change Paragraph 8.3.2 to read as follows:

8.3.2 Any claim for extension of time shall be made in writing to the Architect not more than twenty-one days after the commencement of the delay; otherwise, it shall be waived. In the case of a continuing delay, only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work at the time written notice is given to the Architect of such delay. Under no circumstances are extension of time claims retroactive.

Delete in its entirety Paragraph 8.3.3.

42. Subparagraph 8.3.3. Subparagraph 8.3.3. shall be deleted in its entirety and the following new Subparagraph 8.3.3 inserted in place thereof:

"8.3.3. Notwithstanding anything to the contrary in Contract Documents, an extension in Contract Time, to the extent permitted under Subparagraph 8.3.1., shall be the sole remedy of Contractor for any (1) delay in commencement, prosecution or completion of Work, (2) hindrance or obstruction in performance of Work, (3) loss of productivity, or (4) other similar claims (collectively referred to in this Subparagraph 8.3.3. as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of Owner, Owner's Architect, or Owner's separate contractor, constituting active interference with construction damages Contractor's performance of Work, and only to the extent such acts continue after Contractor furnishes Owner with notice of such interference. In no event shall Contractor be entitled to any increase in the Contract Sum in connection with any Delay, unless caused by the active interference of Owner, Owner's Architect, or Owner's separate contractor."

Add a new Paragraph 8.3.4 as follows:

8.3.4 The Contractor's sole remedy for any delays shall be an extension of Contract Time.

ARTICLE 9 - PAYMENTS AND COMPLETION:

Add the following new paragraphs:

9.3.4 The Owners will make payments on account of the contract as follows:

9.3.4.1 95% of the Schedule of Values value, proportionate to the amount of the contract, of labor and materials incorporated in the work and material on the premises, at approximately 30-day intervals, as estimated by the Architect, less the aggregate of previous payments. On substantial completion of the entire work, a sum will be paid in the discretion of the Architect,

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and the final balance will be paid upon final completion of the work and issuance of the final certificate by the Architect.

9.3.4.2 The 5% retainage on the plumbing, heating, and ventilating (mechanical) work will not be released until all air distribution systems are completely balanced and delivering the specified volumes of air at each outlet, and until all systems and equipment, including controls, have been operating satisfactorily for a period of 30 days.

ARTICLE 11 - INSURANCE:

Add the following under Paragraph 11.1.2:

A. Workmen's Compensation Insurance and Employer's Liability Insurance:

The Contractor shall take out and maintain during the life of this contract the applicable statutory Workmen's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all the Contractor's employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Workmen's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his/her subcontractor's similarly to maintain common law liability insurance on his/her employees. Coverage shall be provided for not less than the following amounts or greater where required by laws and regulations:

State	Statutory
Applicable Federal	Statutory
Employer's Liability	
Each Accident	\$ 500,000
Disease – Policy Limit	\$ 500,000
Disease – Each Employee	\$ 500,000

B. Commercial General Liability Insurance: (Occurrence Form)

1. The Contractor and subcontractors shall maintain, during the life of this contract, Commercial General Liability Insurance. Contractors and subcontractors shall name Owner as additional insured and hold the owner harmless. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

(a) General Aggregate	\$2,000,000
(b) Products - Completed Operations Aggregate	\$2,000,000

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(c)	Personal and Advertising Injury	\$1,000,000
(d)	Each Occurrence (Bodily Injury & Property Damage)	\$1,000,000
(e)	Fire Damage OR Damage to Rented Premises	\$ 50,000
(f)	Medical Expense	\$ 5,000

C. Automobile Liability Insurance:

The Contractor shall take out and maintain, during the life of the contract, such Automobile Liability Insurance as shall protect the Contractor against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for the Contractor in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

(a)	Liability Limit	\$1,000,000
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Delete Paragraph 11.3.1.2 and substitute with the following:

D. Builders Risk:

Contractor shall purchase and maintain property insurance upon the work at the site in the amount of the full replacement cost thereof. This insurance shall:

Include the interests of Owner, Architect / Engineer, Architect / Engineer's consultants, Contractor, and subcontractors and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

Be written on a Builder's Risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, flooding and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

Include expenses incurred in the repair or replacement of any insured property (including, but not limited to, fees and charges of Architect / Engineer)

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Cover materials and equipment stored at the site or at another location that was agreed to in writing by Owner prior to being incorporated in the work, provided that such materials and equipment have been included in an application for payment recommended by Architect / Engineer; and

Allow for partial utilization of the work by Owner;

Include testing and startup; and

Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Architect / Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

Contractor shall be responsible for any deductible or self-insured retention.

All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Architect / Engineer and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions.

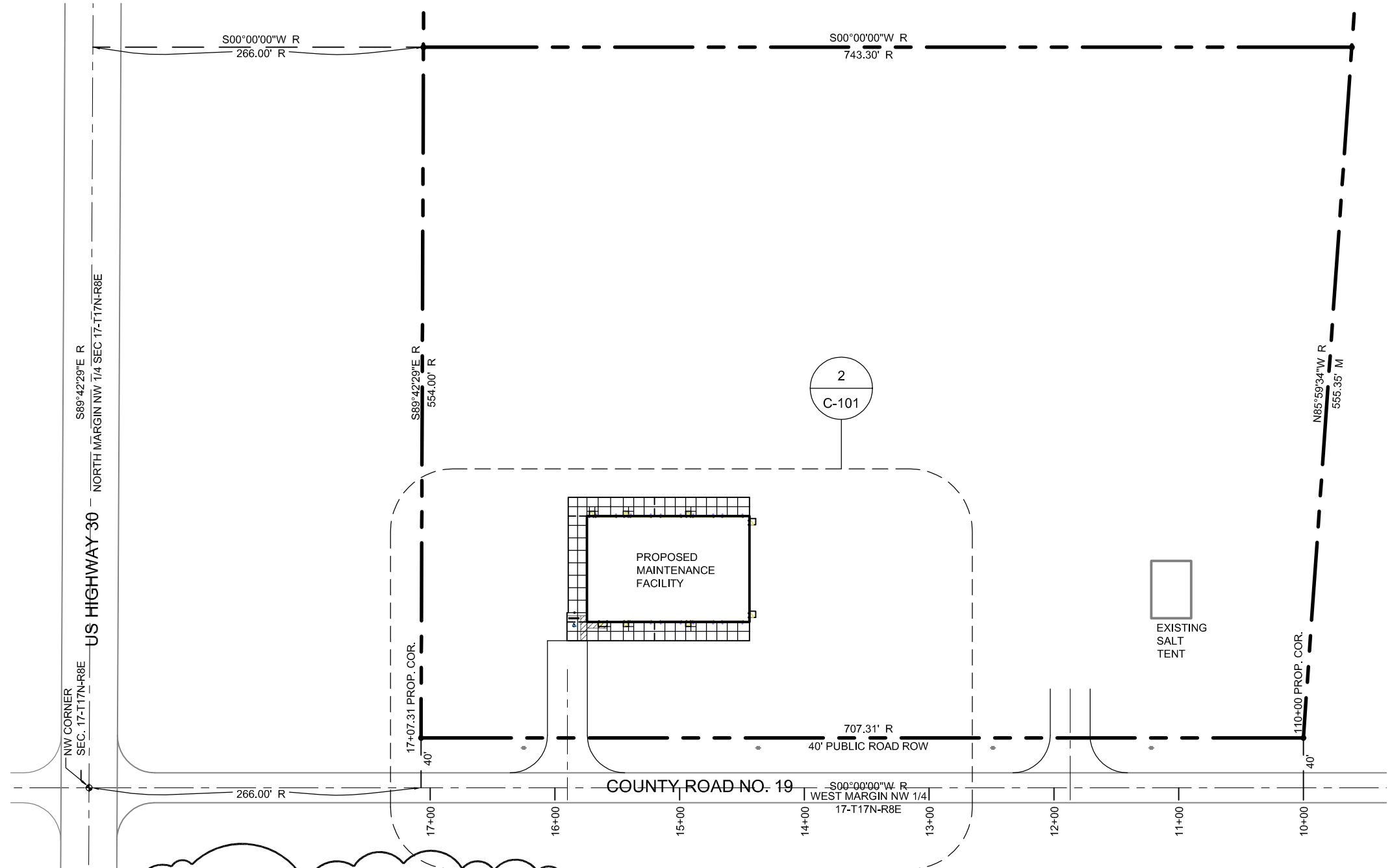
Add the following sentence to Paragraph 11.3.3:

"The policies shall be endorsed to include such waivers of subrogation."

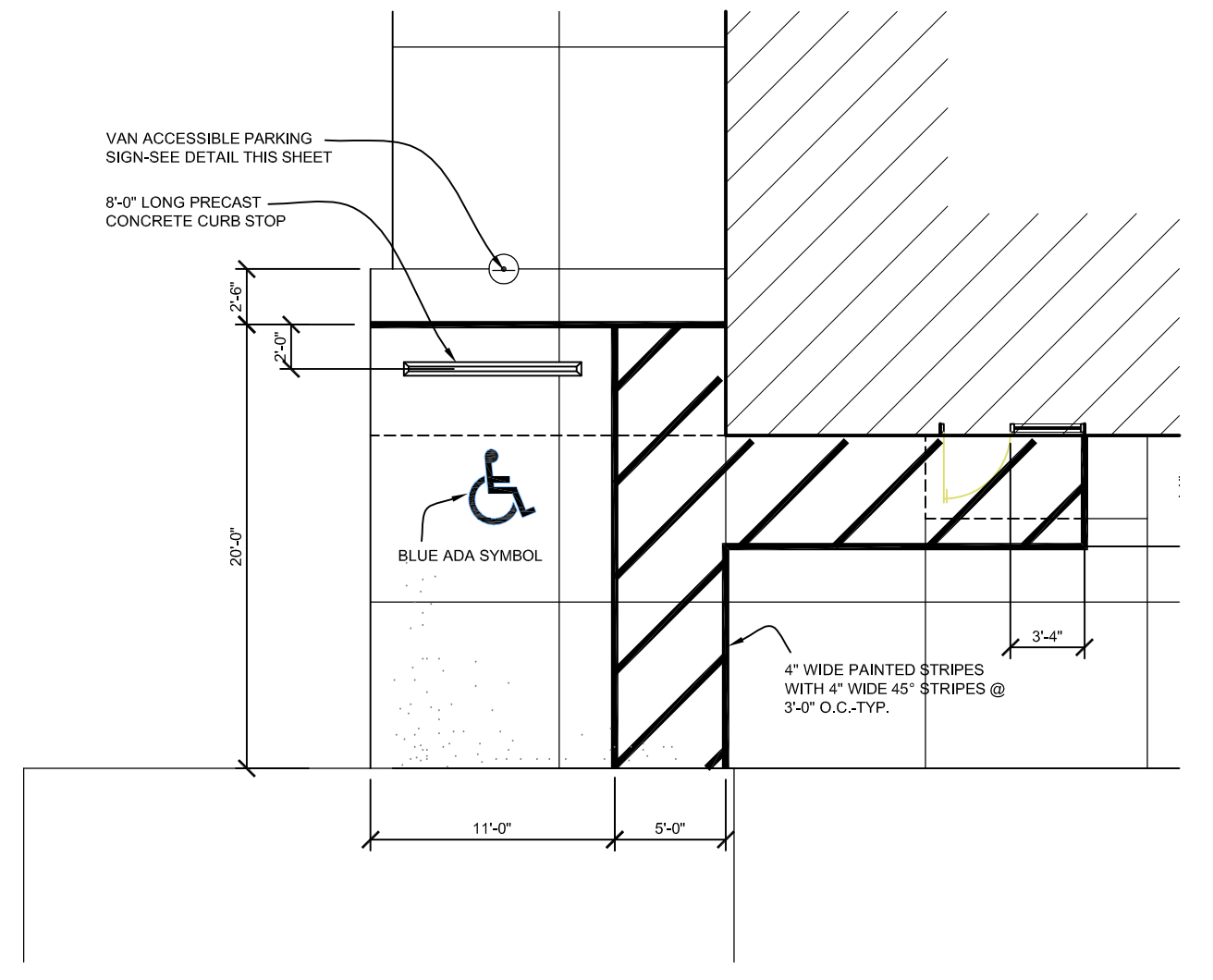
Delete Paragraph 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish the Owner with a certificate of insurance evidencing policies required in Paragraphs A, B, and C above. Such certificate shall specifically indicate that the Public Liability Insurance includes all extensions of coverage required in Paragraph B, Subparagraph 2, above. Such certificate shall specifically state that insurance policies shall give the Owner at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies.

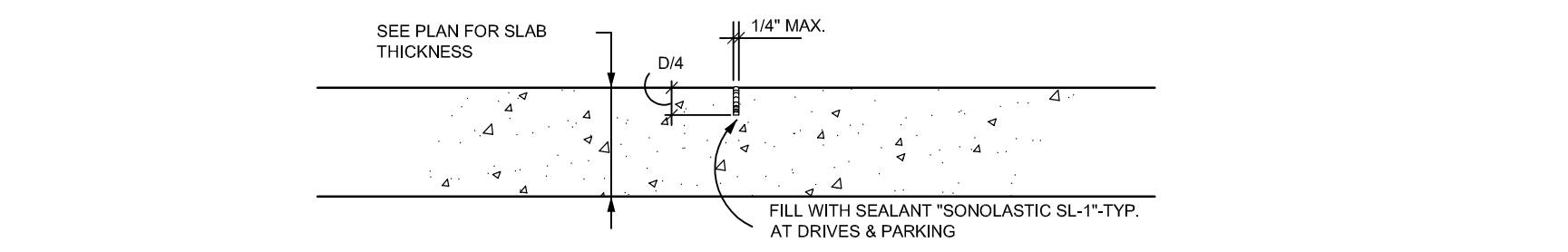
END OF GENERAL CONDITIONS AND SUPPLEMENTARY GENERAL CONDITIONS



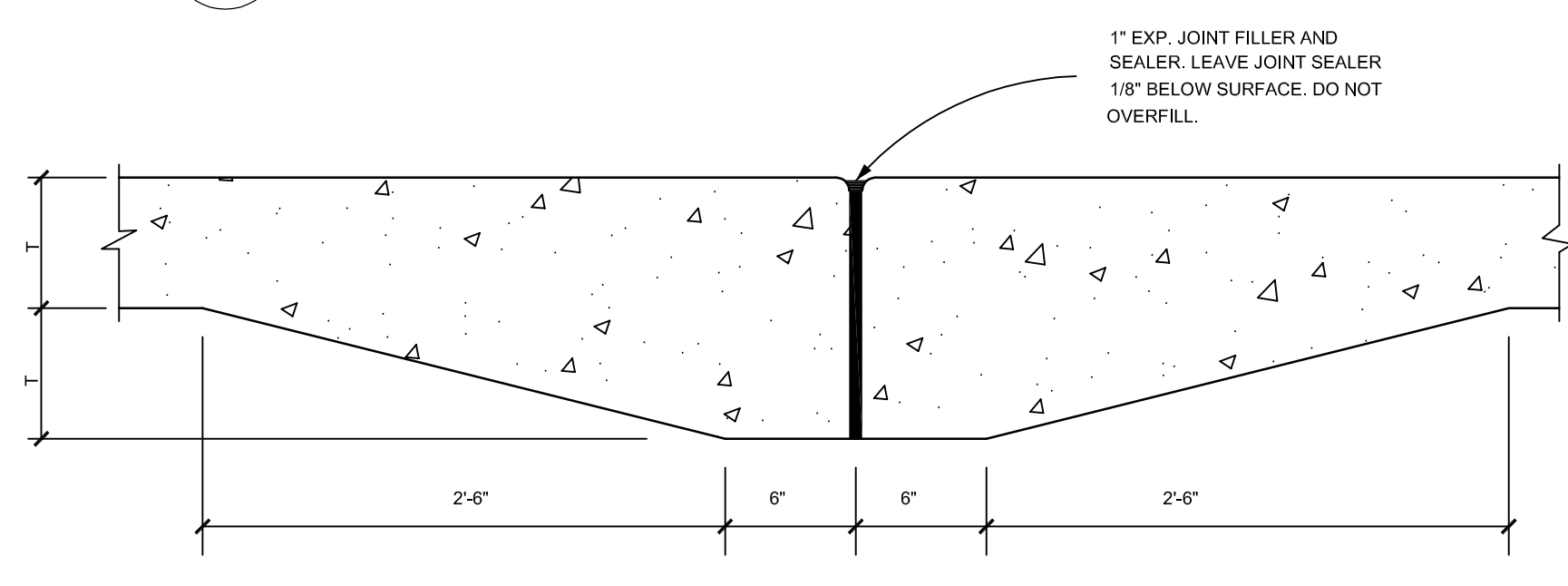
1 Vicinity Plan
Scale: 1" = 100'-0"



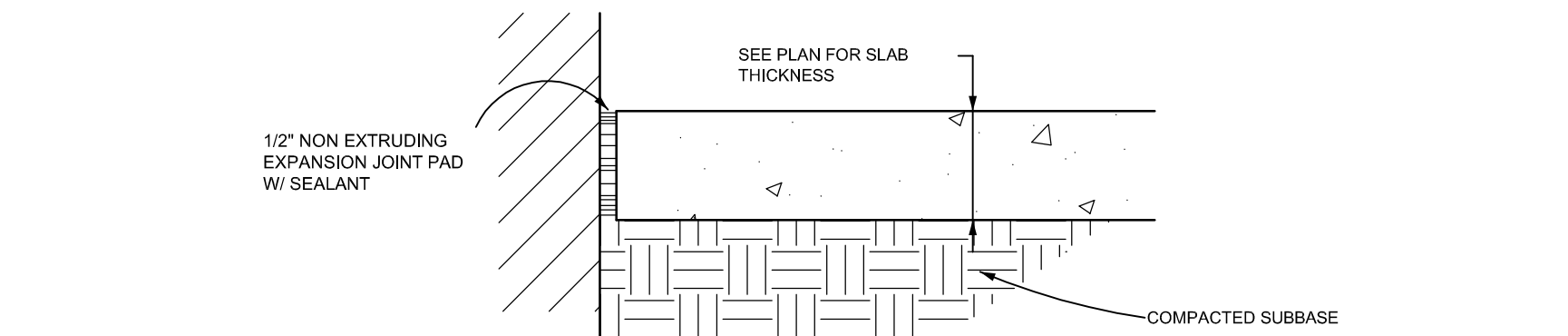
3 HC Parking Stall Plan
Scale: 1/8" = 1'-0"



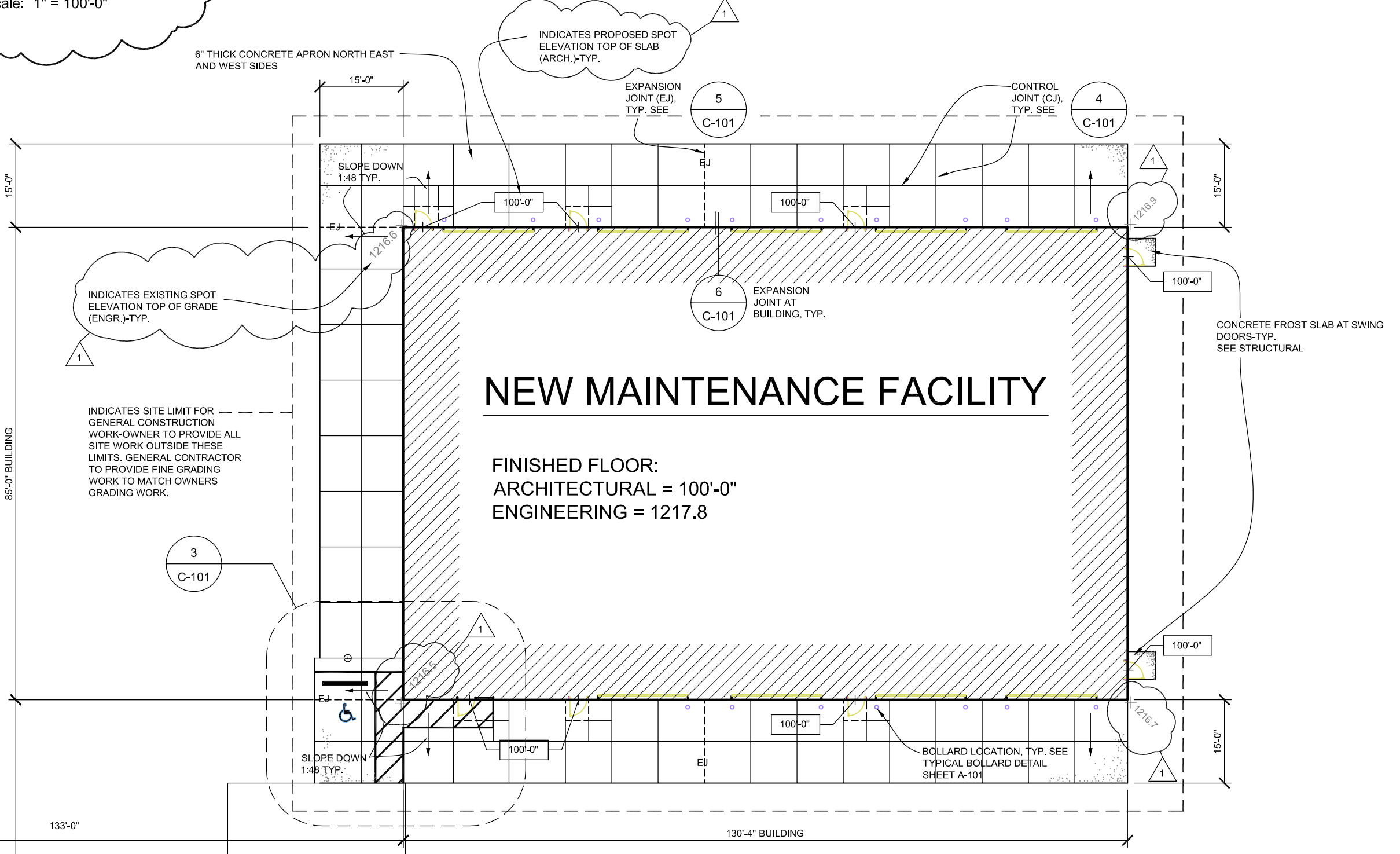
4 Sawed Joint (CJ)
Scale: 1 1/2" = 1'-0"



5 Expansion Joint (EJ)
Scale: 1 1/2" = 1'-0"



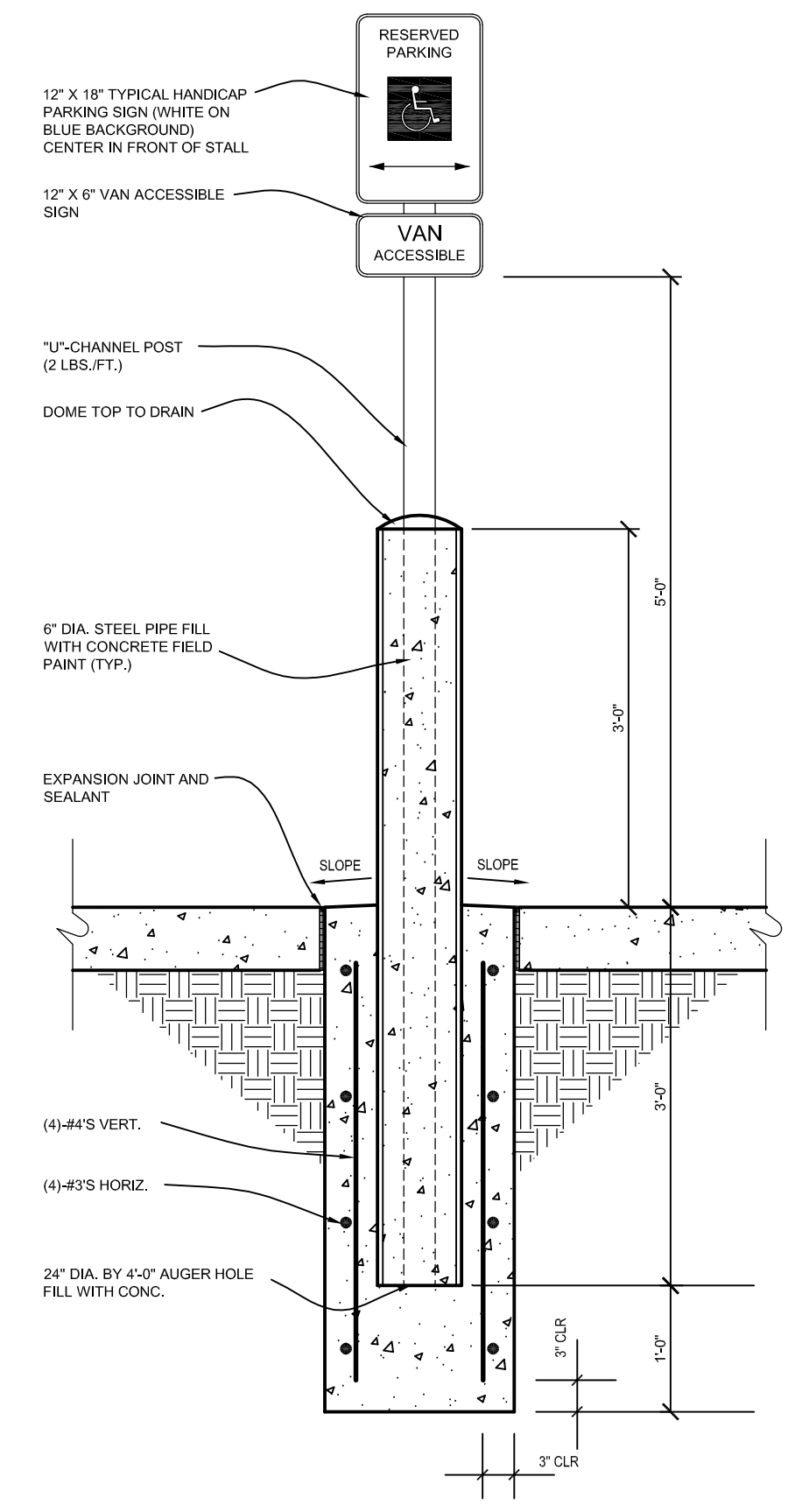
6 Expansion Joint at Building (EJ)
Scale: 1 1/2" = 1'-0"



2 Site Plan
Scale: 1" = 20'-0"

LEGAL DESCRIPTION
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA CONTAINING 9.22 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NW1/4-NW1/4 AND GOING THENCE 500.1000' W ON AN ASSUMED BEARING ALONG THE WEST MARGIN OF SAID NW1/4-NW1/4 FOR A DISTANCE OF 260.00 FEET; THENCE S89°42'20" PARALLEL TO THE NORTH MARGIN OF SAID NW1/4-NW1/4 FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°42'20" PARALLEL TO SAID NORTH MARGIN, FOR A DISTANCE OF 264.00 FEET; THENCE S00°00'00" W PARALLEL TO THE WEST MARGIN OF SAID NW1/4-NW1/4 FOR A DISTANCE OF 743.30 FEET; THENCE N85°59'34" W FOR A DISTANCE OF 555.35 FEET TO A POINT 40.00 FEET EAST OF THE WEST MARGIN OF SAID NW1/4-NW1/4; THENCE N00°00'00" PARALLEL TO SAID WEST MARGIN, FOR A DISTANCE OF 707.31 FEET TO THE POINT OF BEGINNING.

FEMA FLOOD DATA		
LOCATION	FLOOD ELEVATION	BUILDING ELEVATION
US 30 NORTH UPRR SOUTH	1218.8	1217.8



7 HC Sign Detail
Scale: 3/4" = 1'-0"

Lincoln
1221 N Street, Suite 600
Lincoln NE 68508
Phone 402-476-9700
Fax 402-476-9722

DAVIS
DESIGN
ARCHITECTURE
ENGINEERING INTERIOR DESIGN

This document was originally signed and sealed by:
MICHAEL A. WACHAL
E-7043
ON 03-09-2015
STATE OF NEBRASKA
This media should not be considered a certified document

CLIENT INFORMATION
Dodge County Department of Roads

PROJECT INFORMATION
New Maintenance Facility
2260 County Road 19
Fremont, Nebraska

Job # 14-0224

ISSUE DATE: 03-09-2015

Revisions:
ID | Date | Description

03-23-2015 ADD EXISTING SPOT ELEVATIONS (REVISE SCALE ON PLAN VIEWS AS INDICATED)

CHECKED: LN
AUTHOR: LN

SHEET TITLE
Site Plan

SHEET NUMBER
C-101