

SUPPLEMENTAL CONDITIONS

1. **When submitting a bid in person, visitors to City Hall must allow time for security measures.** Visitors to City Hall will be required to enter through the east side of the building. The public will pass through a metal detector and x-ray machine located in the lobby. All packages, purses and carried items will be scanned during regular business hours of 7 a.m. to 7 p.m. After the public proceeds through the metal detector, they will sign in and receive a visitor's badge. For those that might require the use of a ramp, entry is available on the south side of the building (Dolorosa side). Security will meet the visitor in the basement with a hand scanner.

2. **Scope of the Work** - The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents and more specifically described in the Plans and Specification for the Project entitled.

3. The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative.

4. For each Calendar Day that any Work is not completed after the expiration of Calendar Days stated in the Invitation for Bids or Invitation for Competitive Sealed Proposals, plus any Extended Calendar Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
\$ 1,000,001 or Over	\$ 700.00
\$ 750,001 to \$1,000,000	\$ 600.00
\$ 500,001 to \$ 750,000	\$ 500.00
\$ 250,001 to \$ 500,000	\$ 400.00
\$ 100,001 to \$ 250,000	\$ 300.00
\$ 50,001 to \$ 100,000	\$ 200.00
\$ 1 to \$ 50,000	\$ 100.00

5. **The Contract Sum** - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum is listed in the Purchase Order.

6. **Partial Payment** - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with the General Conditions.

7. **Acceptance and Final Payment** - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in the General Conditions.

Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and supply bills, subcontractors, and other indebtedness connected with the Work have been paid in full, or that an outstanding debt is being disputed and that the corporate surety or its agent is processing the outstanding claim and is willing to defend and/or indemnify the City should the City make final Contract payment.

8. Contractor shall comply with Standard Specification 1000 in its invoicing.

9. **Cost for Mobilization, Insurance and Bond, Preparing Right-of-Way, Barricades, Signs and Traffic Handling, Temporary Erosion and SWPPP** will not be paid for per lump sum, but instead will be considered as a no separate pay item. The cost should be included in other applicable bid items.

10. The sites shall be assigned by the City Engineer or Program Manager and shall be located throughout the City. Each project site will be issued a separate Task Order and quantities will be provided to the Contractor. It is anticipated that some project sites may require working time restrictions. No additional cost will be paid to the contractor for reduced working times.

11. Quantities included in this contract, as well as the entire bid amount, are not guaranteed.