CITY OF SAN ANTONIO
TRANSPORTATION & CAPITAL IMPROVEMENTS

ADDENDUM NO. 2

PROJECT NAME: **2015 ASPHALT OVERLAY TASK ORDER CONTRACT PACKAGE 6**

DATE: 11/10/14

ADDENDUM NO. 2

This addendum should be included in and be considered part of the plans and specifications for the name of the project. The contractor shall be required to sign an acknowledgement of the receipt of this addendum and submit with their bid.

TCI PROJECT NO.: **23-01403**

Formal Invitation for Bid (IFB) and Contract:

- Substitute and utilize the revised "060 Supplemental Conditions" attached.

Note: Addenda Acknowledgement Form for Addendum 2 is attached herein. This form must be signed and submitted with the bid package.

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. **Liquidated Damages for Delay in Substantial Completion & Final Completion:** Contractor shall pay Owner the sum indicated on the table below for each and every calendar day of unexcused delay in achieving Substantial Completion/Final Completion beyond the Scheduled Completion/Final Completion Dates. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as Liquidated Damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing the Contract. Such Liquidated Damages shall apply regardless of whether Contractor has been terminated by Owner prior to Substantial Completion, so long as Contractor's actions or inactions contributed to the delay. Such Liquidated Damages shall be in addition to and not in preclusion of any recovery of actual damages resulting from other defects in Contractor's performance hereunder for matters other than delays in Substantial Completion/Final Completion. When Owner reasonably believes that Substantial Completion/Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Substantial Completion/Final Completion, or any part thereof, for which Owner has withheld payment, Owner promptly shall release to Contractor those funds withheld but no longer applicable as Liquidated Damages.

Liquidated Damages

Contractual Milestone	Contractual Milestone Description and Requirements	From	To	Liquidated Damages
1	Substantial Completion	Task Order NTP	**As specified in Task Order**	**$300.00 per day**
2	Final Completion	Substantial Completion	**10 calendar days**	**$250.00 per day**

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.

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TRANSPORTATION & CAPITAL IMPROVEMENTS

RECEIPT OF ADDENDUM NUMBER(S) **2** IS HEREBY ACKNOWLEDGED FOR PLANS AND

SPECIFICATIONS FOR CONSTRUCTION OF **2015 ASPHALT OVERLAY TASK ORDER CONTRACT PACKAGE 6– 23-01403**

FOR WHICH BIDS WILL BE OPENED ON **TUESDAY, NOVEMBER 18, 2014 AT 2:00 P.M.**

THIS ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE.

Company Name: _____

Address: _____

City/State/Zip Code: _____

Date: _____

_____
Signature

_____
Print Name/Title