

ADDENDUM NO. 1

PROJECT NAME: DEMOLITION SERVICES FOR CAPITAL IMPROVEMENT PROJECTS

DATE: December 16, 2014

ADDENDUM NO.1

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.: 23-40070001

Addendum No.1 is issued to notify, add, change and/or replace the following:

Item No. 1 - Low – Qualified Demolition Contract Pre-Bid questions

Low – Qualified Demolition Contract Pre-Bid questions

Q1 – Are we just looking at structures in this demolition contract?

Response: To the best of our knowledge. However, if other types of demolition services are needed, these may be negotiated on a project by project basis.

Q2 – When are we going to provide the Liquidated Damages information for this contract?

Response: Liquidated damages are included in this addendum.

Q3 – Will we be using Primavera for this contract?

Response: Yes

Q4 – On commercial property, associated parking lots, will they be included in unit price, or can you include a line item?

Response: Parking lots will not be included. In the event a parking lot is necessary, it will be bid under a separate architect's demolition specifications and bid package.

Q5 – Bond requirements – this project is calling for a 100% performance bond, is this correct?

Response:

Selected respondent may provide payment and performance bonds for the entire contract amount or provide applicable bonds on a project by project basis, if desired. Please see the revised general conditions listed below.

1. General Conditions

- a. Section 11.3.1.1 of the General Conditions for the City of San Antonio Construction Contracts is deleted and replaced in its entirety with the following:

11.3.1.1 PERFORMANCE BOND. A good and sufficient bond in an amount equal to one hundred percent (100%) of the total Contract Sum or Individual Task Order Amount,

guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with Plans, Specifications and all other Contract Documents, including any extensions thereof, for the protection of Owner. This bond shall also provide for the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final Completion or acceptance of the Work by the Owner or lesser or longer periods as may be otherwise designated in the Contract Documents

- b. Section 11.3.1.2 of the General Conditions for the City of San Antonio Construction Contracts is deleted and replaced in its entirety with the following:

11.3.1.2 PAYMENT BOND. A good and sufficient bond in an amount equal to 100% of the total Contract Sum or Individual Task Order Amount, guaranteeing the full and prompt payment of all claimants supplying labor or materials in the prosecution of the Work provided for in the Contract, and for the use and protection of each claimant.

- c. Section 11.3.2 of the General Conditions for the City of San Antonio Construction Contracts is deleted and replaced in its entirety with the following:

11.3.2 If the total Contract Sum or Individual Task Order Amount is greater than \$100,000, Performance and Payment Bonds equaling one hundred percent (100%) of the total Contract Sum or Individual Task Order Amount are mandatory and shall be provided by Contractor. If the total Contract Sum or Individual Task Order Amount is greater than \$25,000 but less than or equal to \$100,000, only a Payment Bond equaling One hundred percent (100%) of the total Contract Sum or Individual Task Order Amount is mandatory; provided, however, that Contractor also may elect to furnish a Performance Bond in the same amount if Contractor so chooses. If the total Contract Sum or Individual Task Order Amount is less than or equal to \$25,000, Contractor may elect not to provide Performance and Payment Bonds; provided that in such event, no money will be paid by Owner to Contractor until Final Completion of all Work. If Contractor elects to provide Performance and Payment Bonds, the Contract Sum or Individual Task Order Amount shall be payable to Contractor through progress payments in accordance with these General Conditions.

Item No. 2 – Liquidated Damages

Please see the attached “060 Supplemental Conditions”

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.
- 5.

Liquidated Damages

Contractual Milestone	Contractual Milestone Description and Requirements	From	To	Liquidated Damages
1	Substantial Completion	Task Order NTP	As specified in Task Order	\$350.00 per day
2	Final Completion	Substantial Completion	As specified in Task Order	\$250.00 per day

6. **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.
7. **Partial Payment -** Each month, the Owner shall make a progress payment as approved by the Owner’s Representative in accordance with the General Conditions.
8. **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.
9. Contractor shall comply with Standard Specification 1000 in its invoicing.



Note: Addenda Acknowledgement Form for Addendum 1 is attached herein. This form must be signed and submitted with the bid package.

RECEIPT OF ADDENDUM NUMBER(S) **1** IS HEREBY ACKNOWLEDGED FOR PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF **DEMOLITION SERVICES FOR CAPITAL IMPROVEMENT PROJECTS 23-40070001.**

FOR WHICH BIDS WILL BE OPENED ON **TUESDAY, DECEMBER 23, 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