

## 060

### 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. **Notice to Proceed and Commencement of Contract Times** – This is a Task Order Contract. A separate Notice to Proceed will be issued for each individual Task Order. 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. The "Task Order Time" means the period of time, including any authorized adjustments, allotted for Substantial Completion of the work authorized within each individual Task Order. The Task Order Time (in calendar days) for each individual street within each Task Order will be negotiated between the Owner and Contractor prior to the commencement of work on each Task Order.
4. **Substantial Completion** - For this Contract, Substantial Completion of each individual street shall be defined as application of Item 205.4 – Hot Mix Asphaltic Pavement Type D, from limit to limit, as identified under "Task Description" within each approved task order.
5. **Liquidated Damages for Delay in Substantial Completion and 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	After	Liquidated Damages
1	Substantial Completion of each FY 2014 SMP* street project	July 31, 2014 or, the "Task Order Time" in calendar days from Task Order Approval, whichever comes first	\$200.00 per day per SMP street project
2	Substantial Completion of each FY 2015 SMP* street project	July 31, 2015 or, the "Task Order Time" in calendar days from Task Order Approval, whichever comes first	\$200.00 per day per SMP street project
3	Final Completion of each FY 2014 SMP* street project	August 31, 2014 or 30 calendar days from Substantial Completion, whichever comes first	\$100.00 per day per SMP street project
4	Final Completion of each FY 2015 SMP* street project	August 31, 2015 or 30 calendar days from Substantial Completion, whichever comes first	\$100.00 per day per SMP street project

\*Street Maintenance Program (SMP), a major component of Public Works' Infrastructure Management Program (IMP)

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.