

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.

Incentive Pay / Liquidated Damages

Contractual Milestone	Contractual Milestone Description and Requirements	From	To	Incentive Pay
1	Incentive Pay for Pkg A-Bridge Only	First Day of Bridge Closure	180 calendar days	\$240,000.00
2	Incentive Pay for Pkg A-Bridge Only	180 calendar days from Bridge Closure	240 calendar days from Bridge Closure	\$4,000.00 deducted for every day over 180 through 240 days from Bridge Closure
Contractual Milestone	Contractual Milestone Description and Requirements	From	To	Liquidated Damages
3	Substantial Completion	NTP	360 calendar days	\$900.00 per day
4	Final Completion	Substantial Completion	30 calendar days	\$600.00 per day

5. It is understood and agreed that the work is to be completed in full on or before 360 calendar days.

Bridge Closed or Closure shall mean any Calendar day (24 hour period) the Bridge is restricted to less than four (4) lanes of vehicular traffic.

A monetary incentive may be granted to the Contractor in order to reduce the amount of roadway closure time for this project. The maximum incentive that may be earned by the Contractor is \$240,000.00. To earn the maximum incentive the Contractor must have the E. Commerce Bridge over Salado Creek open to vehicular traffic, two lanes of traffic in each direction, by no later than 180 Calendar Days from the date of the initial road closure, plus any Extended Calendar Days. As it applies to the incentive, vehicular traffic must remain safe, continuous, and active for the duration of the project once it has been initially established.

The incentive money offered will be reduced \$4,000.00 per day for every Calendar Day past the initial 180 Calendar Days that the E. Commerce Bridge is not open to vehicular traffic up to 240 calendar days of roadway closure.

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.

Project Name : Citywide Bridge – East Commerce and East Commerce (N Rio Grande to E Houston)
Project No.: 40-00294B