

ADDENDUM # 1

February 5, 2016

RFP #2016-02

REQUEST FOR PROPOSAL TO PROVIDE CONSTRUCTION MANAGEMENT AND GENERAL CONTRACTOR SERVICES FOR SPRINGVILLE CITY NEW AQUATICS AND ACTIVITIES CENTER

This Addendum No. 1 shall be made part of the Request for Proposal documents and shall be considered by proposers to the original proposal as if it were part of the original Request for Proposal documents. Firms should create their proposals with these changes in mind.

SECTION 00 7300

SUPPLEMENTARY GENERAL CONDITIONS

- A. The **Supplementary Conditions** herein described, contain changes and additions to **Section 00 7000 - AIA Document A201, 2007 edition**, General Conditions of the Contract for Construction. Where any part of the General Conditions is modified by these Supplementary Conditions, the unaltered provisions shall remain in effect.

ARTICLE 1 CONTRACT DOCUMENTS

Add the following to 1.1.1:

“**Section 00300** Proposal shall be part of the Contract Documents.”

Add the following to 1.2.1:

“**Where a conflict exists** in the contract documents, the **more restrictive, greater quantity or higher quality** requirement shall apply.”

Add the following to 1.6: Ownership and Use of Architects Drawings, Specifications and Other Documents:

1.6.1.1 “**Release of Electronic Media Drawing Files:** An agreement titled “**Agreement Concerning Drawing Files on Electronic Media**” must be signed and returned to VCBO Architecture prior to release of any documents. A copy of the release is attached as Section 00 5433.”

ARTICLE 3 CONTRACTOR

Add the following 3.9.2

“Prior to award of contract, Contractor shall submit name and credentials of proposed superintendent for review and approval by Owner and Architect. Contractor shall not change superintendent, prior to Substantial Completion, without notification and approval of Architect and Owner.”

3.10 Contractor's Construction Schedule

3.10.1 Delete in the first sentence "... promptly..." and substitute "... within 24 hours...".

Add at the end of **3.10.1**

"This schedule shall be prepared in accordance with the requirements outlined in **Section 01 3000, Submittals (1.3).**"

ARTICLE 5 SUBCONTRACTORS

5.2 Award of Subcontracts

5.2.1 Delete in the first sentence "... as soon as practicable..." and substitute "... within 24 hours...".

Delete 5.2.4 and Add 5.2.4

"The Contractor shall not change a Subcontractor, person or entity previously selected without written notification and approval of the Owner and Architect."

ARTICLE 7 CHANGES IN THE WORK

Add the following **7.1.4**

"Overhead and profit shall be limited to 10 percent of the net increase of a change order or construction change directive on cost of material and labor. Overhead and profit on pass-thru costs from subcontractors shall be limited to 5 percent."

ARTICLE 8 Add the Following:

8.4 LIQUIDATED DAMAGES

.1 "The Contractor and Contractor's Surety shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages of **Two Thousand Dollars per Day (\$2,000.00)** for each **calendar day** of delay beyond the scheduled completion date. Each trade shall complete their respective work within the General Contractor's construction schedule."

.2 "Should the Contractor fail to complete the work within the General Contractor's construction schedule included herein, or within such additional time as may have been allowed by extension, there shall be deducted from any moneys due or that may become due the Contractor the sum as stated in the Agreement. Such sum is fixed and agreed upon by the Owner and the Contractor as liquidated damages due the Owner by reason of the inconvenience and added costs of administration, engineering, and supervision resulting from the Contractor's default, and not as a penalty."

.3 "Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of his rights under the agreement."

ARTICLE 9 PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT **Add 9.3.1**

"Payments made shall be 95 percent of scheduled values requested by each application for payment. Retainage shall be 5 percent and shall be retained until application for final payment is made at the completion of work. Amounts withheld as retainage will be held in an interest bearing account."

ARTICLE 11 INSURANCE AND BONDS

Add 11.2.2

"The Owner and Architect shall be named as additional insured in the policies required by the Contract Documents."

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.2.2 After Substantial Completion: Add the following;

12.2.6 **Special Project Warranty:** Contractor shall warrant the Work of this Contract, in which Contractor agrees to repair or replace all assemblies and components that fail to remain weather-tight, including leaks, including but not limited to, all components of the membrane roofing system, flashings, rooftop mounted accessories or equipment, windows and glazing, doors and frames, storefronts and curtain walls, sealants, exterior wall coverings or claddings, for the following warranty period:

1. **Weather-tight Warranty Period: Three years** from date of Substantial Completion.

END OF SECTION