



CITY OF DURHAM
Department of Public Works
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CONTRACT: ST-260
PROJECT: 2013 Old Five Points Streetscape

ADDENDUM #1
Thursday, June 20, 2013

The following changes and clarifications are applicable to the referenced project and are now a part of its contract documents. Where any article, division, or subparagraph of the original contract documents is supplemented herein, the provisions of the original documents shall remain in effect. All supplemental provisions shall be considered as added hereto. Where any article, division, or subparagraphs are amended, voided or superseded thereby, the provisions of such article, division or subparagraph no so specifically amended, voided or superseded shall remain in effect.

The attention of each contractor is called to the following clarifications, additions to, and changes to the ST-260: 2013 Old Five Points Streetscape Project Manual, sealed May 23, 2013. It will be the responsibility of each contractor to call such clarifications, additions, and changes in the Project Manual to the attention of subcontractors concerned. The City of Durham in no way assumes responsibility for notifying any subcontractor, material dealers, or others not having received the original contract documents.

Bidders must acknowledge receipt of Amendment #1 in the Unit Price Bid Form, page 34 of the Project Manual.

Addendum #1

Revisions and Errata

1. Section 00 52 15 Agreement Form – EJCDC Stipulated Sum (Single-Prime Contract) 1.4.C on page 39 and 40 of the Project Manual has been revised to reflect the following change.

1.4 CONTRACT TIMES

C. Liquidated Damages -- Contractor and the City of Durham recognize that time is of the essence of this Agreement and that the City of Durham will suffer financial loss if the Work is not

completed within the times specified in Paragraph 1.4.B.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City of Durham if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City of Durham and the Contractor agree that as liquidated damages for the delay (but not as a penalty) and based upon estimates of extra administrative expenses, engineering and maintenance costs and due to increased public hazard resulting from a the delayed completion of the Work, Contractor shall pay the City of Durham the Liquidated Damages amounts specified in this Paragraph 1.4.C:

1. Contract shall Pay the City of Durham ~~one thousand five hundred dollars (\$1,500.00)~~ **four hundred dollars (\$400)** for each day that expires after the time specified in Paragraph 1.4.B.1 for completion of the interim After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the City of Durham, Contractor shall pay the City of Durham ~~one thousand five hundred dollars (\$1,500.00)~~ **four hundred dollars (\$400)** for each day that expires after the time specified in Paragraph 1.4.B.1 for completion and readiness for final payment until the Work is completed and ready for final payment.
2. Failure of the Contractor to commence the Work within ten (10) days of the Notice to Proceed shall begin a daily assessment of Liquidated Damages against the Contractor at a rate of ~~seven hundred fifty dollars (\$750.00)~~ **two hundred dollars (\$200.00)** for each day the Contractor does not commence the Work beyond the 10 days after the Notice to Proceed without written consent of the Engineer..
3. Failure of the Contractor to work within the Day and Time Restrictions Paragraph 1.4.E.1 will result in Liquidated Damages of four hundred dollars (\$400.00) per hour until all work ceases, traffic control devices are removed and traffic is restored to normal patterns.
4. The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing. For the purposes of this Agreement, the phrase "to prosecute work in a continuous and uninterrupted manner" shall mean the presence of at least one fully-manned crew of workers requiring a supervisor on site during permitted work times.

In the event that the Contractor's operations are suspended in violation of the above provisions, the Contractor shall be assessed Liquidated Damages in the amount of ~~\$1,500.00~~ **four hundred dollars (\$400)** for each and every calendar day that such suspension takes place.

The revised Project Manual and this Addendum will be posted to the posted to the City of Durham Finance Department Bids and Notices webpage at:

<http://durhamnc.gov/ich/as/fin/Pages/bids.aspx>

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