

Document 00910

ADDENDUM NO. 2

Date of Addendum: 09-20-11

PROJECT NAME: Sanitary Sewer Rehabilitation by Sliplining and Pipe Bursting Methods

PROJECT NO: WBS No. R-000295-0036-4, File No. 4257-125

BID DATE: September 22, 2011 (There is no change to the Bid Date.)

FROM: Carl Smitha, P.E., City Engineer
City of Houston
Department of Public Works and Engineering
611 Walker, 18th Floor
Houston, Texas 77002

Attn: Mary Bac, P.E., Project Manager

TO: **Prospective Bidders**

This Addendum forms a part of the Bidding Documents and will be incorporated into the Contract documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs.

This Addendum uses the change page method: remove and replace or add pages, or Drawing sheets, as directed in the change instructions below. Change bars (|) are provided in the outside margins of pages from the Project Manual to indicate where changes have been made; no change bars are provided in added Sections. Reissued Drawing Sheets show the Addendum number below the title block and changes in the Drawing are noted by a revision mark and enclosed in a revision cloud.



Mary F. Bac
09-20-11

CHANGES TO PROJECT MANUAL

CONTRACT DOCUMENTS

1. Document 00010 – Table of Contents. Replace with attached revised Table of Contents.

CONDITIONS OF THE CONTRACT

1. Document 00800 – Supplementary Conditions. Replace with attached revised Document 00800.

END OF ADDENDUM NO. 2

Dhanub Ratnayake

Dan Ratnayake, P.E.
Managing Engineer
Department of Public Works and Engineering

09-20-11
DATED

Document 00010

TABLE OF CONTENTS

NOTE: Bold capitalized Specification Sections are included in the City of Houston Standard Construction Specifications for Wastewater Collection Systems, Water Lines, Storm Drainage, Street Paving and Traffic, dated July 2009; and are incorporated in Project Manuals by reference as if copied verbatim. These documents may be found on the City of Houston website: <http://documents.publicworks.houstontx.gov/document-center/specifications/index.htm>. Documents listed "for filing" are to be provided by Bidder and are not included in this Project Manual unless indicated for example only. The Document numbers and titles hold places for actual documents to be submitted by Contractor during Bid, post-bid, or construction phase of the Project. Specification Sections marked with an asterisk (*) are amended by a supplemental specification which is marked with a supplement bar, and placed in front of the Specification it amends. Documents in the 200, 300 and 400 series of Division 00, except for Document 00410B – Bid Form, Part B, are not part of the Contract.

<u>Doc. No.</u>	<u>Document Title</u>	<u>Doc. Date</u>
------------------------	------------------------------	-------------------------

INTRODUCTORY INFORMATION

00010	Table of Contents.....	09-14-2011
00015	List of Drawings.....	07-21-2011

BIDDING REQUIREMENTS

INSTRUCTIONS TO BIDDERS

00100	Advertisement for Bids.....	07-21-2011
00200	Instructions to Bidders.....	03-10-2008
00210	Supplementary Instructions to Bidders.....	03-10-2008
00220	Request for Bid Information.....	06-11-2004

BID FORMS AND SUPPLEMENTS

00410	Bid Form, Parts A & B.....	08-05-2011
00411	EPA DBE Subcontractor Performance Form (6100-3)	07-30-2010
00412	EPA DBE Subcontractor Utilization Form (6100-4)	07-30-2010
00430	Bidder's Bond (For filing; Example Form).....	02-01-2004
00450	Bidder's Statement of MWBE/PDBE/DBE/SBE Status	03-09-2007
00452	Contractor Submission List - Fair Campaign Ordinance	04-30-2004
00453	Bidder's Statement of Residency	02-01-2004
00454	Affidavit of Non-interest.....	02-01-2004
00455	Affidavit of Ownership or Control.....	09-04-2007
00457	Conflict of Interest Questionnaire.....	02-28-2006
00470	Pay or Play Acknowledgement Form (POP-1A).....	06-30-2008

POST-BID PROCEDURES

00495	Post-bid Procedures.....	05-05-2011
-------	--------------------------	------------

TABLE OF CONTENTS

<u>Doc. No.</u>	<u>Document Title</u>	<u>Doc. Date</u>
CONTRACTING REQUIREMENTS		
AGREEMENT		
00500	Form of Business	02-01-2004
00501	Resolution of Contractor	02-01-2010
00520	Agreement	11-01-2010
BONDS AND CERTIFICATES		
00600	List of Proposed Subcontractors and Suppliers, Parts A & B	03-09-2007
00601	Drug Policy Compliance Agreement	02-01-2004
00602	Contractor's Drug Free Workplace Policy (For filing)	
00604	History of OSHA Actions and List of On-the-job Injuries	02-01-2004
00605	List of Safety Impact Positions	02-01-2004
00607	Certification Regarding Debarment, Suspension, and Other Responsibility Matters	02-01-2004
00610	Performance Bond	05-17-2005
00611	Statutory Payment Bond	05-17-2005
00612	One-year Maintenance Bond	05-17-2005
00613	One-year Surface Correction Bond	05-17-2005
00620	Affidavit of Insurance (with attached Certificates of Insurance)	02-01-2004
00622	Name and Qualifications of Proposed Superintendent (For filing)	
00623	Contractor's Act of Assurance (SRF Form ED-103)	02-01-2004
00624	Affidavit of Compliance with Affirmative Action Program	02-01-2004
00626	SRF Affirmative Steps Solicitation Report	07-30-2010
00627	SRF Prime Contractor Affirmative Steps Certification and Goals ...	07-30-2010
00630	Certification of Agreement to Comply with Pay or Play Program...	05-23-2011
00631	City of Houston Pay or Play Program – List of Participating Subcontractors	08-01-2007
00633	Equal Employment Opportunity - Certification By Material Suppliers	02-01-2010
00641	Contractor's Certification of Final Completion	02-01-2004
00642	Monthly Subcontractor Payment Reporting Form	02-01-2010
00644	Drug Policy Compliance Declaration	02-01-2004
00645	Certificate of Substantial Completion	06-27-2005
00646	Payment Notification Explanation of Withholding	02-01-2010
00650	Certificate of Final Completion	06-27-2005
GENERAL CONDITIONS		
00700	General Conditions	07-01-2010

<u>Doc. No.</u>	<u>Document Title</u>	<u>Doc. Date</u>
SUPPLEMENTARY CONDITIONS		
00800	Supplementary Conditions	09-14-2011
00802	SRF Supplementary Conditions	07-30-2010
00805	Affirmative Action Compliance Program.....	06-01-2011
00806	Environmental Protection Agency Disadvantaged Business Enterprises and Wage Rate Requirements	07-30-2010
00812	Wage Scale for Engineering Heavy Construction	07-30-2010
00840	Pay or Play Program Requirements.....	08-01-2007
ADDENDA AND MODIFICATIONS		
00931	Request for Information (Example only).....	02-01-2004
00932	Request for Proposal (Example only).....	02-01-2004
00940	Work Change Directive (Example only).....	02-01-2004
00941	Change Order/C.O. No. (Example only).....	02-01-2004
00942	Minor Change in Work (Example only).....	02-01-2004
SPECIFICATIONS		
DIVISION 1 - GENERAL REQUIREMENTS		
01110	Summary of Work	07-21-2011
01145S	Use of Premises	07-01-2010
*01145	Use of Premises	07-01-2010
01255	Change Order Procedures	08-01-2003
01270S	Measurement and Payment	06-28-2004
*01270	Measurement and Payment	08-01-2003
01312	Coordination and Meetings	08-01-2003
01321S	Construction Photographs	02-20-2007
*01321	Construction Photographs	08-01-2003
01326S	Construction Schedule (Bar Chart).....	11-01-2004
*01326	Construction Schedule (Bar Chart).....	08-01-2003
01330S	Submittal Procedures	07-22-2005
*01330	Submittal Procedures	08-01-2003
01340	Shop Drawings, Product Data, and Samples	08-01-2003
01410	TPDES Requirements (with Attachments)	08-01-2003
01450	Contractor's Quality Control	08-01-2003
01452	Inspection Services	08-01-2003
01454	Testing Laboratory Services.....	08-01-2003
01504S	Temporary Facilities and Controls.....	07-01-2010
*01504	Temporary Facilities and Controls.....	07-01-2010
01506S	Diversion Pumping	03-23-2005
*01506	Diversion Pumping	08-01-2003
01555S	Traffic Control and Regulation.....	07-01-2010

Addendum No. 2

00010-3

09-14-2011

TABLE OF CONTENTS

Doc. No.	Document Title	Doc. Date
*01555	Traffic Control and Regulation	07-01-2010
01562	Tree and Plant Protection	01-01-2011
01570S	Storm Water Pollution Control.....	02-04-2008
*01570	Storm Water Pollution Control.....	08-01-2003
01576S	Waste Material Disposal.....	03-22-2005
*01576	Waste Material Disposal	08-01-2003
01578S	Control of Ground and Surface Water	07-01-2010
*01578	Control of Ground and Surface Water	07-01-2010
01610	Basic Product Requirements	07-01-2010
01630	Product Substitution Procedures	08-01-2003
01731	Cutting and Patching.....	07-01-2010
01740S	Site Restoration	03-22-2005
*01740	Site Restoration	08-01-2003
01770	Closeout Procedures	08-01-2003
01785S	Project Record Documents.....	02-08-2007
*01785	Project Record Documents.....	08-01-2003

DIVISION 2 - SITE WORK

02082S	Precast Concrete Manholes.....	01-01-2011
*02082	PRECAST CONCRETE MANHOLES	01-01-2011
02083S	Fiberglass Manholes.....	05-12-2011
*02083	FIBERGLASS MANHOLES	01-01-2011
02084S	Frames, Grates, Rings, and Covers	08-01-2008
*02084	FRAMES, GRATES, RINGS, AND COVERS	08-01-2008
02086S	Adjusting Manholes, Inlets, and Valve Boxes to Grade	01-01-2011
*02086	ADJUSTING MANHOLES, INLETS, AND VALVE BOXES TO GRADE	01-01-2011
02221S	Removing Existing Pavements and Structures.....	07-01-2009
*02221	REMOVING EXISTING PAVEMENTS AND STRUCTURES	07-01-2009
02222S	Abandonment of Sewers	01-01-2011
*02222	ABANDONMENT OF SEWERS	01-01-2011
02260	TRENCH SAFETY SYSTEM.....	02-01-2011
02317S	Excavation And Backfill For Utilities.....	01-01-2011
*02317	EXCAVATION AND BACKFILL FOR UTILITIES.....	01-01-2011
02318S	Extra Unit Price Work For Excavation and Backfill	08-05-2011
*02318	EXTRA UNIT PRICE WORK FOR EXCAVATION AND BACKFILL	01-01-2011
02320S	Utility Backfill Materials	01-01-2011
*02320	UTILITY BACKFILL MATERIALS	01-01-2011
02321S	Cement Stabilized Sand	01-01-2011
*02321	CEMENT STABILIZED SAND.....	01-01-2011
02336S	Lime-Stabilized Subgrade.....	11-01-2004
*02336	LIME-STABILIZED SUBGRADE.....	10-01-2002

Addendum No. 2

00010-4

09-14-2011

Doc. No.	Document Title	Doc. Date
02338S	Portland Cement Stabilized Subgrade	11-01-2004
*02338	PORTLAND CEMENT STABILIZED SUBGRADE	10-01-2002
02501S	Ductile Iron Pipe and Fittings.....	02-01-2011
*02501	DUCTILE IRON PIPE AND FITTINGS.....	02-01-2011
02504	FIBERGLASS REINFORCED PIPE.....	02-01-2011
02505S	High Density Polyethylene (HDPE) Solid and Profile Wall Pipe	02-01-2011
*02505	HIGH DENSITY POLYETHYLENE (HDPE) SOLID AND PROFILE WALL PIPE	02-01-2011
02506S	Polyvinyl Chloride Pipe.....	01-01-2011
*02506	POLYVINYL CHLORIDE PIPE	01-01-2011
02528S	Polyethylene Encasement/Wrap	01-01-2011
*02528	POLYETHYLENE ENCASEMENT/WRAP	01-01-2011
02531S	Gravity Sanitary Sewers	01-01-2011
*02531	GRAVITY SANITARY SEWERS	01-01-2011
02533S	Acceptance Testing for Sanitary Sewers.....	01-01-2011
*02533	ACCEPTANCE TESTING FOR SANITARY SEWERS	01-01-2011
02534S	Sanitary Sewer Service Stubs or Reconnections	01-01-2011
*02534	SANITARY SEWER SERVICE STUBS OR RECONNECTIONS....	01-01-2011
02550	SLIPLINING SANITARY SEWERS.....	01-01-2011
02553S	Point Repairs and Obstruction Removals.....	06-07-2011
*02553	POINT REPAIRS AND OBSTRUCTION REMOVALS.....	01-01-2011
02555S	Manhole Rehabilitation.....	01-01-2011
*02555	MANHOLE REHABILITATION.....	01-01-2011
02558	CLEANING AND TELEVISION INSPECTION	01-01-2011
02571	PIPE BURSTING/CRUSHING SANITARY SEWERS	01-01-2011
02611S	Reinforced Concrete Pipe.....	02-01-2011
*02611	REINFORCED CONCRETE PIPE	02-01-2011
02621	GEOTEXTILE.....	10-01-2002
02711S	Hot Mix Asphalt Base Course.....	07-01-2009
*02711	HOT MIX ASPHALT BASE COURSE.....	07-01-2009
02712S	Cement Stabilized Base Course.....	11-03-2006
*02712	CEMENT STABILIZED BASE COURSE	10-01-2002
02713S	Recycled Crushed Concrete Base Course	07-01-2009
*02713	RECYCLED CRUSHED CONCRETE BASE COURSE.....	07-01-2009
02741S	Asphaltic Concrete Pavement	07-01-2009
*02741	ASPHALTIC CONCRETE PAVEMENT	07-01-2009
02743	TACK COAT.....	10-01-2002
02751S	Concrete Paving.....	07-01-2009
*02751	CONCRETE PAVING.....	07-01-2009
02752S	Concrete Pavement Joints	11-01-2004
*02752	CONCRETE PAVEMENT JOINTS.....	10-01-2002
02753	CONCRETE PAVEMENT CURING	10-01-2002

TABLE OF CONTENTS

Doc. No.	Document Title	Doc. Date
02754S	Concrete Driveways.....	11-01-2004
*02754	Concrete Driveways	09-01-2002
02763	Preformed Durable Pavement Marking and Reflectorized Paint	07-01-1997
02771S	Curb, Curb and Gutter, and Headers	11-01-2004
*02771	CURB, CURB AND GUTTER, AND HEADERS	10-01-2002
02775S	Concrete Sidewalks	03-01-2011
*02775	CONCRETE SIDEWALKS	10-01-2002
02821S	Chain Link Fences and Gates	06-28-2004
*02821	Chain Link Fences and Gates	07-01-1997
02911	TOPSOIL.....	10-01-2002
02915S	Tree Planting.....	01-01-2011
*02915	TREE PLANTING.....	01-01-2011
02921S	Hydro Mulch Seeding.....	01-01-2011
*02921	HYDRO MULCH SEEDING	01-01-2011
02922S	Sodding.....	07-01-2009
*02922	SODDING	07-01-2009
02951	PAVEMENT REPAIR AND RESURFACING	07-01-2009
02960	MILLING PAVEMENT.....	07-01-2009
DIVISION 3 - CONCRETE		
03315S	Concrete for Utility Construction	06-28-2004
*03315	CONCRETE FOR UTILITY CONSTRUCTION	10-01-2002

END OF DOCUMENT

Document 00800

SUPPLEMENTARY CONDITIONS

The following Paragraphs amend and supplement the July 1, 2010 edition of General Conditions. Unaltered portions of General Conditions remain in effect.

ARTICLE 1 - GENERAL PROVISIONS:

1.1.11 *Delete Paragraph 1.1.11 in its entirety and replace with the following:*

1.1.11 Contract Price: The monetary value in the Work Order and, including authorized adjustments, is the total payable by the City to the Contractor for performance of the Work under the Work Order.

1.1.28 *Delete Paragraph 1.1.28 in its entirety and replace with the following:*

1.1.28 Notice to Proceed: A written notice by City Engineer to Contractor establishing Date on which the Contract term commences, after which the City may issue Work Orders.

1.1.35 *Delete Paragraph 1.1.35 in its entirety and replace with the following:*

1.1.35 Project: Total construction, of which the Work performed under the Work Order and in accordance with the Contract Documents may be the whole or a part and which may include construction by the City or by separate contractors, and shall be defined in the Work Order.

1.1.53 *Add the following Paragraph 1.1.53:*

1.1.53 Work Order: A work package issued by the City authorizing the Contractor to commence work on items stated in the Work Order.

1.1.54 *Add the following Paragraph 1.1.54:*

1.1.54 Adjustment Factor: the Bidder's Base Bid Adjustment Factor to be applied to the Base Unit Price that results in the Adjusted Unit Price.

1.1.55 *Add the following Paragraph 1.1.55:*

1.1.55 Adjusted Unit Price: The Unit Price multiplied by the Adjusted Factor stated in the bid for individual, measurable item of work, which when multiplied by the actual quantity incorporated in the Work, amounts to the full compensation for completion of the item including work incidental to it. Where the Contract is based upon Adjusted Unit Prices, the term "Unit Price" shall mean the "Adjusted Unit Price."

ARTICLE 3 - THE CONTRACTOR

3.5 *LABOR: Insert the following Paragraph 3.5.3.1.1.*

3.5.3.1.1 If the original contract price is greater than \$1 Million Dollars, the Contractor shall make good faith efforts to comply with the City ordinances regarding Minority Business Enterprises (MBE), Persons with Disabilities Business Enterprises (PDBE) and Small Business Enterprise (SBE) participation goals which are as follows:

1. the MBE goal is 19 percent,
2. the WBE goal is 5 percent and
3. the PDBE goal is 0 percent.

3.15.1 *Replace the term "Notice to Proceed" with "Work Order" in Paragraph 3.15.1.*

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

4.3 *CLAIMS AND DISPUTES: Insert the following Paragraph 4.3.3.1:*

4.3.3.1 Contractor waives any claim if contractor fails to submit the claim within 90 days of the date of the occurrence giving rise to the claim ("90 day time limit"). Contractor shall automatically release the city from any claim not submitted before the 90 day time limit when contractor submits an application for payment after the 90 day time limit.

4.3.6.1 *Add the following sentence at the end of Paragraph 4.3.6.1:*

"Neither extended periods of time between Work Orders nor failure to issue Work Orders shall be subject to claim as suspension of Work by the City."

4.4 *RESOLUTION OF CLAIMS AND DISPUTES: delete Section 4.4 in its entirety and replace with the following:*

4.4 *RESOLUTION OF CLAIMS AND DISPUTES*

4.4.1 Project Manager will review Claims and take on or more of the following preliminary actions within 10 days of receipt of Claim:

- .1 submit a suggested time to meet and discuss the Claim with Project Manager;
- .2 reject Claim, in whole or in part, stating reasons for rejection;
- .3 recommend approval of the Claim by the other Party;
- .4 suggest a compromise;
- .5 request additional supporting data from claimant, or

- .6 take other actions as Project Manager deems appropriate to resolve the claim.
- 4.4.2 Party making Claim shall, within 10 days after receipt of Project Manager's request, submit additional supporting data requested by Project Manager.
- 4.4.2.1 Project Manager will submit recommendation for resolution or rejection of claim to City Engineer within 30 days of receipt of Claim, or time mutually agreed upon by the Parties in writing.
- 4.4.3 At any time prior to rendering a written decision regarding a Claim, City Engineer may refer Claim to non-binding mediation as provided in Section 4.5. If Claim is resolved, City Engineer will prepare and obtain all appropriate documentation.
- 4.4.4 If Claim is not referred to non-binding mediation, City Engineer will render a written decision within 45 days of receipt of Project Manager's recommendation, or a time mutually agreed upon by the Parties in writing. City Engineer may notify Surety and request Surety's assistance in resolving Claim. City Engineer's decision is final and binding on the Parties.

ARTICLE 5 – SUBCONTRACTORS AND SUPPLIERS

- 5.1 AWARD OF SUBCONTRACTS OTHER CONTRACTS FOR PORTIONS OF THE WORK: *Add the following Paragraph 5.1.6.*
- 5.1.6 After receipt of Work Order, Contractor shall submit in writing to the City Engineer the names of Subcontractor and Suppliers proposed for each portion of the Work, with a description of the Work.

ARTICLE 9 - PAYMENTS AND COMPLETION

- 9.1.4.1 *Delete Paragraph 9.1.4.1 in its entirety and replace with the following:*
- 9.1.4.1 Where the final quantity of work performed by Contractor on Major Unit Price Work item differs by more than 40 percent from quantity of the item stated in the Contract, not cause by changes in the Work pursuant to Article 7, a party may request an adjustment in Unit Price, for the portion that differs by more than 40 percent in accordance with Paragraph 7.3. In no event shall the adjustment to the Unit Prices be greater than 10 percent.
- 9.7 DECISIONS TO WITHHOLD CERTIFICATION: *Add the following Paragraph 9.7.1.8:*
- 9.7.1.8 Contractor fails to perform Work in accordance with any other Work Order issued pursuant to the Agreement.

9.12 *LIQUIDATED DAMAGES: Insert the following Paragraph 9.12.1.1.*

9.12.1.1 The amount of liquidated damages provided in General Conditions Paragraph 9.12.1 payable by Contractor or Surety for each and every day of delay beyond Contract Time, are \$800.00 per day.

ARTICLE 11 - INSURANCE AND BONDS

11.2.1 Add the following sentence to Paragraph 11.2.1:

“Delete from Table 1 Item .5 Installation Floater.”

11.2 INSURANCE TO BE PROVIDED BY CONTRACTOR: Delete Paragraph 11.2.8. and replace with the following 11.2.8.

11.2.8 *Endorsement of Primary Insurance:* Each policy except Workers' Compensation Insurance must contain an endorsement that the policy is primary insurance to any other insurance available to additional insured with respect to claims arising under the Contract.

11.5 *MAINTENANCE BONDS: Insert the following Paragraph 11.5.2.*

11.5.2 One-year Surface Correction Bond: Contractor shall provide, on the City standard form, an additional one year Bond in an amount equal to four percent of the Original Contract Price or cost of repair. Bond shall provide for Contractor's correction, replacement, or restoration of backfill or subsurface and surface work not in accordance with the Contract, within one year from the date the One-year Maintenance Bond has expired.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.14 *Add the following Paragraph 13.14:*

13.14 TERM AND TERMINATION

13.14.1 This Contract shall become effective on the date of Countersignature; however, the Term for performance shall begin on the date specified in the Notice to Proceed issued by the Director authorizing the Contractor to commence services hereunder and shall continue for 540 calendar days.

13.15 *Add the following Paragraph 13.15:*

13.15 Work Orders – The Work under the Contract will consist of one or more Work Orders. The City shall issue one or more Work Orders to the Contractor describing the Work to be done. The City does not guarantee to the

Contractor that Work Orders will be continuously issued or the Work will be continuously available. The City's responsibility for payment under the Contract is limited to the Work Orders issued. The Contractor shall not be entitled to compensation for the failure of the City to issue Work Orders.

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

14.1.3.1 *Delete Paragraph 14.1.3.1 in its entirety and replace with the following:*

14.1.3.1 stop work under the Work Order(s) on the date and to the extent specified in the Notice of Termination;

14.1.3.2 *Delete Paragraph 14.1.3.2 in its entirety and replace with the following:*

14.1.3.2 place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work, if any, under the Work Order(s) not terminated;

14.1.3.3 *Delete Paragraph 14.1.3.3 in its entirety and replace with the following:*

14.1.3.3 terminate all orders and subcontracts to the extent that they relate to the performance of Work under the Work Order which is terminated;

14.1.3.6 *Delete Paragraph 14.1.3.6 in its entirety and replace with the following:*

14.1.3.6 take action as may be necessary, or as the City Engineer may direct, for protection and preservation of the property related to the Work Order which is in possession of the Contractor, and in which the City has or may acquire an interest; and

14.1.4 *Delete Paragraph 14.1.4 in its entirety and replace with the following:*

14.1.4 if the City terminates the Contract for one of the reasons stated in Paragraph 14.1.1, the Contractor shall not be entitled to receive further payment until all outstanding Work Orders to be performed under the Contract are complete.

14.1.5 *Delete the first sentence of Paragraph 14.1.5 and replace with the following:*

“If the unpaid balance of the Contract Price exceeds the costs of finishing all Work, including liquidated damages and other amounts due under this Contract, such balance will be paid to the Contractor.”

14.2 TERMINATION BY THE CITY FOR CONVENIENCE

14.2.1 *Delete Paragraph 14.2.1 in its entirety and replace with the following:*

- 14.2.1 City Engineer may, without cause and without prejudice to other rights or remedies of the City, terminate employment of the Contractor under Work Order(s), in whole or in part, or under the Contract, in whole or in part, by giving the Contractor and Surety a Notice of Termination with a seven days written notice.
- 14.2.4 *Delete the first sentence of Paragraph 14.2.4 in its entirety and replace with the following:*
- “If the City and Contractor fail to agree on the amount to be paid Contractor because of the termination, the City Engineer will determine, on the basis of information available to the City Engineer, the amount due, if any, to the Contractor for the termination as follows:”
- 14.3.3 *Delete the first sentence of Paragraph 14.3.3 and replace with the following:*
- “An adjustment shall be made for the increases in the cost of performance of the Work Order(s), including profit on the increased cost of performance caused by suspension, delay, or interruption of the Work in accordance with paragraph 7.3.”
- 14.3.3.2 *Delete Paragraph 14.3.3.2 in its entirety and replace with the following:*
- 14.3.3.2 adjustment is made or denied under another provision of the Work Order.
- 14.4.1 *Delete Paragraph 14.4.1 in its entirety and replace with the following:*
- 14.4.1 Contractor may terminate the Work Order if the Work is stopped for a period of 30 days through no act or fault of the Contractor, Subcontractor, or their agents or employees or any other person performing portions of the Work under contract with Contractor, for any of the following reasons:
- .1 issuance of an order of a court or other public authority having jurisdiction;
or
 - .2 an act of government, such as a declaration of national emergency, making material unavailable.
- No Termination will be effective for the above reasons if Contractor delivers written notice to City Engineer describing the reason for termination, giving the proposed termination date, and granting the City a reasonable opportunity to respond and cure any City default before termination is effective.
- 14.4.2 *Delete Paragraph 14.4.2 in its entirety and replace with the following:*
- 14.4.2 If the Work Order or Contract is terminated pursuant to Section 14.4, Contractor shall file a Claim for termination expenses in accordance with the requirements of Paragraphs 14.2.2 through 14.2.7.

END OF DOCUMENT