ADDENDUM NO. 1

TO CONTRACT DOCUMENTS FOR CITY OF OTHELLO
DAN DEVER MEMORIAL SKATEPARK
THIS ADDENDUM IS DATED February 22, 2016

TO ALL PLANHOLDERS:

The following modifications, additions deletions, clarifications and/or information are hereby made a part of the Contract Documents and shall be fully binding upon the Contractor and the City of Othello. **THIS ADDENDUM MUST BE ACKNOWLEDGED IN 3.01 OF THE BID FORM (RUS Bulletin 1780-26 – Attachment G – pink sheets).**

CLARIFICATION

It is the intent of the Owner to select a contractor (prime or sub-contractor) for this project with prior Skatepark construction experience. The intent of the "Skatepark Construction Experience Record" is for the Owner to determine the contractor's overall qualifications for this project.

The minimum threshold of being a "Qualified Skatepark Contractor" shall be:
The prime or sub-contractor for this project shall have successfully constructed 5 similar projects within the past 5 years from the date this bid is due.

- Projects must be a minimum of 3,500 square feet in size.
- Project must be open and in good operating condition for at least 1 year from the date this bid is due.
- Similar projects are defined as being skateparks with similar concave, convex free-formed concrete with metal embedments.

SPECIFICATIONS

SPECIAL REQUIREMENTS/BID ITEMS, SECTION 01010

Subsection 2.00.D shall be revised to read:

D. **Award and Notice to Proceed Schedule, Contract Times, Completion Date, and Liquidated Damages.**

Award and Notice to Proceed Schedule, Contract Times, Completion Date, and Liquidated Damages shall be as follows.

It is the City's intent to have the project completed for July 4 celebrations in the park. To facilitate the progress of Work, the Notice to Proceed will dated no later than April 4, 2016.

Completion Times & Liquidated Damages

DESCRIPTION	COMPLETION DATE	LIQUIDATED DAMAGES
Substantial Completion of all Work including system startup, grass seeding and irrigation repairs	June 10, 2016	$550 / Day
Completion of all Work so it is ready for final payment as evidenced by Engineer's written recommendation of final payment	June 17, 2016	$275 / Day

SECTION 01745, WARRANTY PROCEDURES

The attached specification Section – 01745, Warranty Procedures shall be added to the Contract Documents.

* * * END ADDENDUM 1 * * *

1.00 GENERAL

1.01 DESCRIPTION:

A. Requirements

1. The Contractor shall warranty all materials and equipment furnished and work performed for a period of one (1) year from the date of Substantial Completion of the entire Project, unless longer periods are specified elsewhere in these Contract Documents. See paragraph 1.04 of this section for equipment manufacturer's warranty requirements. For the purposes of establishing the warranty period for both the Contractor's warranty and equipment manufacturer warranties, the term "Substantial Completion" in the General Conditions shall apply to the entire project, not a part or parts thereof.

2. Neither the final certificate of payment, any provision in the Contract, nor partial or entire use of occupancy by the Owner shall constitute an acceptance of work not done in accordance with the Contract, or relieve the Contractor of liability in respect to any warranties or responsibilities for faulty materials and workmanship.

B. Definitions

1. "Guarantee" "Warranty" and "Correction Period" are used interchangeably and are understood to mean the same thing. See General Conditions for definition.

2. "Standard product warranties" are pre-printed written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

C. Types

Categories of warranties required for the work and specified in these Contract Documents include:

1. Special project warranty ("Contractor's Warranty", attached) issued by Contractor and, where applicable, countersigned by a Subcontractor, installer, or other recognized entity involved in performance of the work ("Subcontractor's Warranty", attached).

2. Coincidental product warranty, available on a product incorporated into the work, by virtue of manufacturer's publication warranty without regard for application requirements (non-specified warranty.)

3. Refer to individual sections of specifications for requirements of specified warranties.

D. Disclaimers and Limitations

Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the product, nor does it relieve suppliers, manufacturers, or subcontractors required to countersign special warranties with the Contractor.

1.02 SUBMITTALS:

A. General

Prepare as follows.

1. The Contractor's written special project warranty shall be submitted to the Engineer on the "Contractor's Warranty" form attached to this Section, or in a similar format.

2. For subcontractor warranties, as specified, a warranty by each such subcontractor, countersigned by the General Contractor, shall be submitted to the Engineer on the "Subcontractor Warranty" form attached to this Section, or in a similar format.

3. The Contractor shall be responsible for obtaining manufacturer warranties.

4. Other warranties shall be as specified in individual specification sections.

B. Distribution

1. Submit one (1) preliminary copy to Engineer for review.

2. Upon review of preliminary copy, prepare and submit two (2) final copies to Engineer, one for the Engineer and one for the Owner.

1.03 WARRANTY OBLIGATIONS:

A. See General Conditions.

B. All work shall bear a one (1) year (from date of substantial completion of the entire project) manufacturer's warranty against defects in materials and workmanship, in addition to the Contractor's one-year warranty, unless specified otherwise in these Specifications. All parts or equipment found defective or showing signs of undue wear within the warranty period shall be replaced at no cost to the Owner. The warranty shall be in full effect, with no qualifications or reservations or prorated periods.

C. Restore or remove and -replace other work which has been damaged by defective warranted work, or which must be removed and replaced to gain access to warranted work.

D. Cost of restoration or removal and replacement is the Contractor's obligation, without regard to whether Owner has already benefited from use of said defective work.

1.04 ONE YEAR CERTIFICATION:

A. Eleventh Month Inspection

The Owner and Engineer will conduct an eleventh-month inspection, which will result in a one-year certification as to proper operation and performance of the completed construction project. The Contractor will be invited to take part in this inspection.

B. Correction

All items found to be in non-conformance with the design operation and performance requirements of these Contract Documents shall be corrected immediately by the Contractor, at the Contractor's sole expense. Any operation and performance problems found to be a result of improper use or operation by the Owner will be corrected at the Owner's expense.

1.05 OWNER'S RECOURSE:

Warranties and warranty periods do not diminish implied warranties and do not deprive Owner of actions, rights, and remedies otherwise available as a result of the Contractor's failure to fulfill requirements of the Contract documents. Owner reserves the right to reject coincidental product warranties considered to be conflicting with, or detracting from, requirements of the Contract Documents.

CONTRACTOR'S WARRANTY

Date: _____ General Contract Date: _____

Owner: _____

Address: _____

_____

_____

Project: _____

_____ (Contractor), the undersigned, warranties for a period of one year, as specified in Section 01745 of the Contract Documents, from the date of Certificate of Substantial Completion, all work performed under the provisions of the Agreement between the Owner and Contractor.

_____ (Contractor) will remedy any defects appearing during the warranty period which are due to failure, faulty materials, poor workmanship, or other nonconformity with or omission from the contract documents.

The following subcontractors performed the work or furnished the materials subject to warranty:

Trade	Subcontractor	Address	Phone	Contact Person

This warranty does not include holding the Contractor responsible for defects caused by wear and tear under normal usage.

Contractor: _____

Address: _____

_____

Phone: _____ Fax: _____

Contact Person: _____

Signature: _____
(authorized representative)

SUBCONTRACTOR'S WARRANTY

Date: _____ General Contract Date: _____

Owner: _____

Address: _____

_____

_____

Project: _____

The General Contractor, _____, and the Subcontractor, _____, warranty for a period of _____ year(s), as specified in Section 01745 of the Contract Documents, all work performed under the provisions of the Agreement between the Owner and the Contractor. The undersigned will remedy any defects appearing during the warranty period which are due to failure, faulty materials, poor workmanship, or other nonconformity with or omission from the contract documents.

This warranty does not include holding the Contractor or Subcontractor responsible for defects caused by wear and tear under normal usage (per General Conditions).

Trade or Item(s):_____

_____

Subcontractor: _____

Address: _____

_____

Phone: _____ Fax: _____

Contact Person: _____

Signature: _____
(authorized representative)

Contractor: _____

Address: _____

_____

Contact Person: _____