

ADDENDUM No. 5 (5/5/14)

ABATEMENT, DEMOLITION AND SITE STABILAZATION
OF THE EPISCOPAL CHURCH HOME

1. The deadline for submission of questions is extended until Thursday May 8, 2014 at 5:00 pm.
2. The Project Schedule is revised as follows:

The anticipated Notice to Proceed is hereby changed to Tuesday, July 15, 2014 and the date of substantial completion is hereby changed to May 22, 2015.

Liquidated damages shall only be applicable to the date of substantial completion.

Stipulated individual deadlines for completion are changed in Article 3 of the Construction Agreement as indicated in the revision to Section 3.1 below.

These dates and deadlines are hereby changed wherever they appear in the Contract Documents to those indicated by this addendum and as shown in the revision to Section 3.1 below.

3.1 Start of Work and Completion (Revised)

- (a) Contractor shall commence the Work upon receipt of a written notice to proceed signed by the Owner. Contractor shall thereafter prosecute the Work to be performed hereunder diligently, without interruption, and in accordance with the time requirements of the Project as determined and directed by the Owner.
- (b) Contractor shall Substantially Complete, as defined by Section 7.6, all of the Work in accordance with the Contract Documents to the satisfaction of Architect and the Owner on or before *May 22, 2015*:

Failure to complete work by the specified date of substantial completion shall subject Contractor to payment of Liquidated Damages as set forth below. Contractor hereby acknowledges that the time for the performance of its Work is of the essence. Contractor acknowledges that any failure by it to timely complete the performance of its Work under this Contract will cause significant consequential damages to be incurred by the Owner. The Completion Date shall not be extended except by Change Order issued and signed by the Owner in accordance with this Agreement. Liquidated Damages will be charged for unexcused delay of Work beyond the date of substantial completion. As actual damages for any delay in completion of the work which the

Contractor is required to perform under this Contract are impossible to determine, the Contractor shall be liable for and shall pay to the Owner the sum of Five Thousand Dollars (\$ 5,000.00) as fixed, agreed and Liquidated Damages for each calendar day of delay from the stipulated date of substantial completion of the Work.

The proposed phasing of the project as described below is shown in the Contract Plans. Individual deadlines for specific buildings and structures shall be incorporated into the Contractor's project schedule and met in accordance with Article 3, Section 3.2 (Project Scheduling) of the Construction Agreement.

Phase I - Abatement of All Asbestos: Canterbury Building (Building 1); Robinson Addition (Buildings 2 and 2A); Russell Building (Building 3B); Robinson Building (Building 4); and Maintenance Building (Building 6)

Work includes: Item 1) Repair drainage structures near Massachusetts and Columbus Avenues and install temporary construction fencing; Item 2) terminate utilities and abate all asbestos inside each structure; and Item 3) following completion and clearance by the Project Monitor of abatement completed in Phase I Item 2, abate all asbestos on the exterior of each structure including but not limited to exterior window caulk and glazing, roof materials, and flashing. All Phase I work for Canterbury Building (Building 1) and Maintenance Building (Building 6) shall be completed no later than 61 calendar days from written notice to proceed. All Phase I work for Russell Building (Building 3B) shall be completed no later than 121 calendar days from written notice to proceed. Phase I shall be completed in its entirety no later than 180 calendar days from written notice to proceed.

Phase II - Completely Demolish: Canterbury Building (Building 1); Robinson Addition (Buildings 2 and 2A); Russell Building (Building 3B); Robinson Building (Building 4); and Maintenance Building (Building 6)

Work includes: Complete demolition of each structure and weather tight protection of openings to the Thornton Building (Building 3A) resulting from demolition of the adjoining Robinson Addition (Building 2) and Russell Building (Building 3B). Completion of demolition shall include completion of backfill and compaction to grade at each building. All Phase II work for Canterbury Building (Building 1) and Maintenance Building (Building 6) shall be completed no later than 121 calendar days from written notice to proceed. All Phase II work for Russell Building (Building 3B) shall be completed no later than 180 calendar days from written notice to proceed. Phase II shall be completed in its entirety no later than 245 calendar days from written notice to proceed.

Phase III - Abatement of Asbestos and Structural Stabilization: Thornton Building (Building 3A), Hutchinson Chapel (Building 5), and Tunnel

Work includes: Item 1) abate all asbestos inside each structure but do not abate exterior window caulk and glazing, roof materials, and flashing and Item 2) provide weather tight protection of windows and structural stabilization of each

building/structure. Phase III shall be completed in its entirety no later than *121* calendar days from written notice to proceed.

Phase IV - Site Final Grading and Preparation

Work includes: Completion of final utility modifications, grubbing, final backfilling and compaction, grading with gravel cover, constructing a landscaped berm, replacing sidewalk sections, and installing permanent fencing. Phase IV shall be completed in its entirety no later than *305* calendar days from written notice to proceed.

If exercised, notice to proceed for Alternate No. 1 is anticipated to be issued at the same time as the notice to proceed for the base bid work. Work for Alternate No. 1 shall proceed in accordance with the base bid schedule and the additional deadlines presented below. These deadlines assume that notice to proceed for Alternate No.1 will be issued within 14 calendar days of notice to proceed for the base bid work. Exterior Asbestos Abatement of Thornton Hall (Building 3A) shall be completed no later than *121* calendar days from written notice to proceed for the base bid work. Complete Demolition of Thornton Hall (Building 3A) and Tunnel shall be completed no later than *180* calendar days from written notice to proceed for the base bid work. The Expanded Landscaped Berm shall be constructed within the 2015 growing season no later than *305* calendar days from written notice to proceed for the base bid work.