

NIKKEI MEMORIAL PHASE II
Addendum No. 3
January 13, 2009

Date of Addendum Issue: January 13, 2009
Sealed Bids Due: Thursday January 29, 2009 9:30 A.M.
Bid Opening: Thursday January 29, 2009 10:30 A.M.

NOTICE TO ALL PLAN HOLDERS

This Addendum No. 3, containing the following revisions, additions, deletions, and/or clarifications, is hereby made a part of the Plans and Contract Provisions (Contract Documents) for the above-named project. Bidders shall take this Addendum into consideration when preparing and submitting their bids.

Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 in the space provided on the Proposal/Construction Contract Form. Failure to provide written acknowledgement may result in disqualification of the Bidders submittal.

Definition of Liquidated Damages shall be:

Time is of the essence of the Contract. Because the Owner finds it impractical to calculate the actual cost of delays, it has adopted the following formula to calculate liquidated damages for failure to complete the physical Work of a Contract on time.

LIQUIDATED DAMAGES

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money

due or coming due to the Contractor.

LIQUIDATED DAMAGES FORMULA

$$LD = \frac{0.15C}{T}$$

where: LD = liquidated damages per working day
(rounded to the nearest dollar)
C = original Contract amount
T = original time for Physical Completion


When the Contract Work has progressed to the extent that the Owner has full use and benefit of the facilities, both from the operational and safety standpoint, all the initial plantings are completed and only minor incidental Work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains to physically complete the total Contract, the Engineer may determine the Contract Work is substantially complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

Definition: Physical Completion Date is the day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

End Addendum No. 3

Signed:



Ross Hathaway – Assistant City Engineer