



## 302-2007 ADDENDUM 1

**OAK POINT HIGHWAY - NORTHBOUND (EAGLE DRIVE TO 45M NORTH OF INKSTER BOULEVARD) & SOUTHBOUND (140M NORTH OF INKSTER BOULEVARD TO INKSTER BOULEVARD)**

### **URGENT**

**PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE BID OPPORTUNITY**

ISSUED: 2007-07-04  
BY: Coleen Groening  
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**THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID OPPORTUNITY AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

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**Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Bid may render your Bid non-responsive.**

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### **PART D – SUPPLEMENTAL CONDITIONS**

Replace: D22 LIQUIDATED DAMAGES

The following is a summary of changes incorporated in the replacement forms:

#### **D22. LIQUIDATED DAMAGES**

- D22.1 Part C - Concrete Joint Repairs: If the Contractor fails to achieve Total Performance in accordance with the Critical Stage in the Contract by the date fixed herein for, the Contractor shall pay the City One Thousand Five Hundred dollars (\$1500) per Working Day for each and every Working Day following the date fixed herein during which such failure continues.
- D22.2 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City One Thousand Five Hundred dollars (\$1500) per Working Day for each and every Working Day following the day fixed herein during which such failure continues.
- D22.3 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City One Thousand Five Hundred dollars (\$750) per Working Day for each and every Working Day following the day fixed herein during which such failure continues.
- D22.4 The amount specified for liquidated damages in D22 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance and Total Performance by the day fixed herein for same.
- D22.5 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.