

Addendum 1

City of Canton, Ohio
Purchasing Department
218 Cleveland Ave. SW, 4th floor
Canton, Ohio 44702

Canton Water Department NE Water Treatment Plant High Service Pump #3 &
VFD Upgrades

Item/Project

Water Department

Responsible Department

2:00 PM, 11/15/2023

Bids Due

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

Please replace the page numbered OCA-4 of the Owner-Contract Agreement section of the original Invitation to Bid with the corrected page attached to this addendum. Some of the information for the three allowances was omitted from the Invitation to Bid.

Thank you.



LIQUIDATED DAMAGES – FINAL COMPLETION

<u>Original Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$500,000.00	\$ 200.00
\$500,000.01 to \$2,000,000.00	\$ 250.00
\$2,000,000.01 to \$10,000,000.00	\$ 325.00
\$10,000,000.01 to \$50,000,000.00	\$ 500.00
\$50,000,000.01 and greater	\$ 625.00

LIQUIDATED DAMAGES FOR SUBSTANTIAL COMPLETION FOR ANY INTERIM MILESTONE SCOPE WILL BE \$1,000 PER DAY FOR EACH DAY OF UNEXCUSED DELAY BEYOND THE MILESTONE.

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially Complete by its Date for Substantial Completion or Finally Complete by the required date for Final Completion.

4. CONTRACT SUM (also called Contract Price). The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is **\$0.00**, subject to adjustment as set forth in the Contract Documents. The Contract Sum includes Allowances, Accepted Alternates, and all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

4.1 Base Bid Amount: **\$0.00** (Lump Sum Bid); and

4.2 Accepted Alternates, included in the Contract Sum:

Alternate No.	Description	Amount
1	NA	
2	NA	

4.3 Allowances included in the Contract Sum:

Allowance Description	Amount
Allowance #1: Pump Service Company	\$95,000.00
Allowance #2: System Integrator	\$35,000.00
Allowance #3: Additional Demolition and Renovation for Process, Electrical, Instrumentation and Control	\$50,000.00

4.4 If after Substantial Completion of its Work, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other rights and remedies the Owner may have available to it, the balance of the Contract Sum shall become the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

5. RETAINAGE. Retainage applicable to the Contract by Ohio Revised Code Sections 153.12, .13, and .14 will be withheld as defined in the Modified General Conditions. The Contractor agrees that the financial institution selected by the Owner for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.