



This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated **June 9, 2021** as noted below. Acknowledge receipt of this addendum in the space provided on the Official Bid Form. Failure to do so may subject the Bidder to disqualification.

**LIQUIDATED DAMAGES – FEE REDUCTION**

- A. This addendum is being issued to change all references to the liquidated damages fees listed within the ITB documents to the following:
1. The amount of liquidated damages shall be \$100.00 per day, unless there are legitimate, documented material delays provided to HMK.

**REVISION TO SECTION 00 2113, 1.13, B – SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES**

Change ***original***

FROM:

Should the building not be ready for occupancy by the time and date listed above, liquidated damages to be paid by the Contractor to the Owner for each calendar day of delay, shall be included in the terms of any contract awarded hereunder in lieu of a penalty. The amount of liquidated damages shall be ~~\$250.00~~ per day.

TO:

Should the building not be ready for occupancy by the time and date listed above, liquidated damages to be paid by the Contractor to the Owner for each calendar day of delay, shall be included in the terms of any contract awarded hereunder in lieu of a penalty. The amount of liquidated damages shall be **\$100.00** per day.

**REVISION TO SECTION 00 5000, 3.4**

Change ***original***

FROM:

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to recover from the Contractor as liquidated damages and not as a penalty ~~\$1,000.00~~ per day which shall commence on the first day following the expiration of the Contract Time and continuing until the date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of the damages the Owner will incur as a result of delay in the completion of the Work. The Owner may deduct any accrued liquidated damages from any unpaid amount due or to become due to the Contractor. Any Liquidated damages not so deducted shall be paid to the Owner upon demand together with interest as provided by Oregon law.

TO:

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to recover from the Contractor as liquidated damages and not as a penalty **\$100.00** per day which shall commence on the first day following the expiration of the Contract Time and continuing until the date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of the damages the Owner will incur as a result of delay in the completion of the Work. The Owner may deduct any accrued liquidated damages from any unpaid amount due or to



become due to the Contractor. Any Liquidated damages not so deducted shall be paid to the Owner upon demand together with interest as provided by Oregon law.

**END OF ADDENDUM 2**

ADDENDUM 2