

**SPRING STREET PAVEMENT REHABILITATION**

**NAUGATUCK, CT**

**LOT/CIP PROJECT NO. L087-0001**

**ADDENDUM NO. 1**

**August 10, 2017**

**REVISIONS:**

**Project Manual - Contract Forms**

- “XXXII Damages for Failure to Complete on Time” section on page CF-9 of the Project Manual shall be replaced with the following:

*The Contractor shall pay to the Owner for each and every calendar day (including Saturdays, Sundays, and holidays) that he shall be in default in completing the entire work in the time stipulated in Article XXX, or within the extension of time he may be granted as provided in Article XXXIII, the sum of Twenty-One Hundred Dollars (\$2,100.00) per day. This sum is hereby agreed upon not as a penalty but as liquidated damages which Owner will suffer by reason of such default, time being of the essence of the Contract and a material consideration thereof. The Owner shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.*

**QUESTIONS FROM CONTRACTORS AND CORRESPONDING ANSWERS:**

**Email from Waters Construction Co. – Wednesday, August 9, 2017**

*Question 1: Looking for clarification in regards to the liquidated damages. Page CF-9 of the bid documents states the liquidated damages are \$2,100.00 per day in writing but then in parenthesis next to it, it says \$1,800.00 per day. Please clarify which is the correct amount.*

**Response: Liquidated damages are \$2,100.00 per day. See “Revisions” section above.**