

**June 14, 2016**  
**BOARD OF COUNTY COMMISSIONERS**  
**ORANGE COUNTY, FLORIDA**  
**Y16-781 / ADDENDUM #1**  
**ORANGE COUNTY CONVENTION CENTER WEST CONCOURSE FLOORING**  
**REPLACEMENT**  
**Bid Opening Date: July 12, 2016**

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Underlining indicates additions, deletions are indicated by ~~striketrough~~.

- A. The Bid Opening Date remains as July 12, 2016.
- B. The following are revisions to the IFB:

**1. PART E, CONTRACT, III ADMINISTRATIVE DATA:**

Should the Contractor fail to substantially complete all Work under this Contract and make the project available for beneficial use on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by County), he shall pay and/or the County may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of ~~\$10,500~~ **\$1,200** for each consecutive calendar day that terms of the Contract remain unfulfilled beyond date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which County will sustain per diem by failure of Contractor to complete work within time as stipulated; it being recognized by County and Contractor that the injury to County which could result from a failure of Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor. For each consecutive calendar day that the work remains incomplete after the date established for Final Completion, the County will retain from the compensation otherwise to be paid to the Contractor the sum of ~~\$7,080~~ **\$900**. This amount is the mutually agreed upon minimum measure of damages the County will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all Work specified and this amount of liquidated damages is in addition to the liquidated damages prescribed above for failure to timely achieve Substantial Completion.

**2. PART G**

Substantial Completion: 120 calendar days

If Substantial Completion is not reached within 120 calendar days, ~~\$10,500~~ **\$1,200**/day liquidated damages will apply.

Project Final Completion: 150 calendar days

If Project Final Completion is not reached within 150 calendar days,  
~~\$7,080.00~~ **\$900**/day liquidated damages will apply.

- C. All other terms and conditions of the IFB remain the same.
- D. The Proposer shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the proposal.

**Receipt acknowledged by:**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name of Firm**