



**DATE:** December 1, 2021  
**TO:** ALL PROSPECTIVE BIDDERS  
**FROM:** Buck Bacon  
Director of Engineering  
**RE:** Addendum 2, BID #2021-07-01, “Stone Industrial Park Phase A”

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## AMENDMENTS

Pursuant to Project Manual “Supplementary Instructions to Bidders,” the following addendum are issued:

1. **AMENDMENT 1:** Reference Section 00100, Paragraph 30. The Schedule is hereby amended to incorporate the following:

**30. SCHEDULE.** The Contractor shall generate within ten (10) calendar days after the award of contract, a Gantt Chart schedule reflecting all construction activities against time, broken down by applicable work items. The schedule shall reflect the following:

For scheduling purposes, the Notice to Proceed Date may be considered as ~~September 1, 2021~~ **March 1, 2021**.

1. **Substantial Completion:** Work of **STONE INDUSTRIAL PARK PHASE A** shall commence within **ten (10) calendar days** of the date of Notice to Proceed. **Substantial Completion** of all the Work shall be accomplished within ~~ninety (90) calendar days~~ **one-hundred forty (140) calendar days** of the Notice to Proceed.
  2. **Final Completion:** Final completion of all the Work including Corrective Work shall be achieved within **30 calendar days** from certified Substantial Completion.
2. **AMENDMENT 2:** Reference Section 00400, Paragraph 13. The Schedule is hereby amended to incorporate the following:

13. **LIQUIDATED DAMAGES.** Contractor and Owner recognize that time is of the essence and is an essential element of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in legally proving the true value of the damages which the Owner will sustain by failure of the Contractor to complete the Work on time.

A. **Substantial Completion** – Accordingly, instead of requiring any such proof, Owner and Contractor agree that in the event that the work to be done under this Contract is not substantially completed within the time specified (and such additional extension of time as the Owner may have granted), the Owner will retain from the compensation otherwise to be paid to the Contractor, including progress payments, the sum of ~~\$5,000.00~~ **\$1,000.00** for each additional day required to bring the work to substantial completion.

1. Substantial completion is achieved when all items of work are completed in accordance with the Contract Documents, so that the project can be safely, conveniently and beneficially utilized for the purposes for which it is intended.

B. **Final Completion** – After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, the Owner will retain from the compensation otherwise to be paid to the Contractor, including progress payments, the sum of ~~\$2,000.00~~ **\$500.00** for each additional day required to bring the work to Final Completion.

1. Final Completion is achieved when all corrective or punch list work is complete and the project is totally and completely capable of being utilized for the purposes for which is intended.

These fixed liquidated damages, as stated above, are established not as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the Owner as a result of the failure on the part of the Contractor to complete the Work on time. The parties agree that the stipulated sum is a reasonable estimate of the probable loss by Owner. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

Amendments are hereby added to and become a part of Bid #2021-07-01. This Addendum modifies and forms a part of the Bid/Proposal Documents. All other terms and conditions remain unchanged.

Any inquiries concerning this Invitation to Bid should be made to Buck Bacon, Director of Engineering at (706) 310-0400 or [bbacon@waengineering.com](mailto:bbacon@waengineering.com).

The Thomson-McDuffie Development Authority reserves the right to reject any and all bids/offers, to waive any technicalities or irregularities and to award the bid/proposals based on the highest and best interest of the Thomson-McDuffie Development Authority.