

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
BID NO. 2011-29  
Air Handling Unit Replacement – Surgical Services Dept.

November 10, 2011

**ADDENDUM NO. 1**

**General Conditions**

Section 1.2. D Liquidated Damages shall be deleted in its entirety and replaced with the following:

**D. Liquidated Damages**

1. In additions to the specific liquidated damages provided for in Subparagraph 3 below and in the case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or with such additional time(s) as may be granted by formal change order, or if the Contractor fails to perform the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the contract or any extensions thereof, the Contractor shall pay to the Owner, as liquidated damages, the sum of **\$100.00** for each calendar day of delay until the work is complete, together with any increased costs incurred by the Owner in completing the work.
2. Notwithstanding any other terms of the Contract, the parties agree that if the project is not substantially completed by the completion time specified for the project, the Contractor may receive, as damages, the sum of **\$100.00** for each calendar of delay not caused by the Contractor, its Subcontractor or suppliers. The damages shall be the sole remedy available to Contractor due to delay and no other award will be allowed for home office overhead, field office overhead, labor costs, acceleration expenses or any other damages or costs of any kind whatsoever, resulting from delay or inability to finish the project as scheduled. No damages will be paid by the Owner for weather-caused delays.
3. The installation of each air handling unit is required to be completed on consecutive weekends, mutually agreed to and scheduled by the parties. The time of installation will be between 5:00 pm on Friday and 8:00 pm Monday. This time is necessary to ensure minimal impact to the surgical services department (operating rooms).

Notwithstanding any other terms of the Contract, the parties agree that if the Contractor fails to complete the installation of each air handling unit prior to 8:00 pm Monday, on the mutually agreed upon date, the Contractor shall pay to the Owner, as liquidated damages, the sum of **\$75,000.00** for each calendar day (or portion thereof) of delay until the work is complete, which amount will not be prorated, together with any increased costs incurred by the Owner in the completing the work.

4. Owner's Recovery of Bidder's Preference Liquidated Damages

If the Owner determines that the Contractor has failed to comply with a requirement certified in its Public Works Bidder's Preference Affidavit, the Owner may seek to recover by civil action Liquidated Damages for material

breach of the contract in the amount of one percent (1%) of the contract price.

**Bid Opening Date**

The Bid Opening date of November 21, 2011 at 3:00:00 p.m. (Pacific) remains unchanged. Bids will be accepted at the UMC Trauma Building, 800 Rose St, Suite 409 and opened immediately thereafter.

Should you have any questions, please contact me at (702) 383-3606 or via email at [jim.haining@umcsn.com](mailto:jim.haining@umcsn.com).

Issued by:

Jim Haining, CPSM, CPSD, C.P.M., A.P.P.  
Purchasing Administrator, Contracts Management

Attachments: None

cc: David Brice  
Chuck Wewer