



February 7, 2017

**Amendment #1**

**North Calvert Cliffs SHA Tower Site Construction  
TORFP # F50B7400021**

Ladies/Gentlemen:

This Amendment #1 is being issued to amend and clarify certain information contained in the above referenced Task Order Request for Proposals (TORFP). All information contained herein is binding on all Offerors who respond to this TORFP. For the following changes/additions, any new language has been double underlined and marked in bold (i.e., **new**) and any deleted language has been marked with a strikeout (i.e., ~~deleted~~).

**1. Revise KEY INFORMATION SUMMARY SHEET as follows:**

Period of Performance:	The estimated period of performance for this effort, barring excusable delays, is <b><u>from the</u></b> NTP to no later than <del>April</del> <b><u>June</u></b> 30, 2017
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**2. Revise Section 2.16 – LIQUIDATED DAMAGES as follows:**

Time is an essential element of the contract and it is important that the work be vigorously prosecuted until completion.

For each day that any work shall remain uncompleted beyond ~~April~~ **June** 30, 2017, except for days added due to excusable delay, the TO Contractor shall be liable for liquidated damages in the amount of \$700 per day, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders.

Additionally, for each day that the project has a 'D' rating as assigned by a MDE Field Inspector or other responsible individual, the TO Contractor and the TO Contractor's surety shall be liable for liquidated damages in the amount of \$745 per day. Failure to upgrade the project to the minimum of a 'B' rating within 72 hours will result in the project being rated 'F.' For each day that the project has an 'F' rating, the TO Contractor and the surety shall be liable for liquidated damages in the amount of \$1,045 per day.



**3. Revise ATTACHMENT 3 TASK ORDER AGREEMENT Section 3 – Time for Performance as follows:**

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement shall commence on the date the TO Agreement is fully executed and terminating upon satisfactory completion of the scope of work ~~in accordance with the CATS+ TORFP which shall be completed~~, barring excusable delays, ~~is NTP to no later than April~~ June 30, 2017, in accordance with the CATS+ TORFP. At the sole option of the State, this TO Agreement may be extended for a period of time as authorized by the TO Manager.

Issued by  
Roxann King  
Procurement Officer