

Christian County Water District
System Extension Project (Phase VII)

Line Extensions Contract

ADDENDUM No. 1

February 15, 2008

This ADDENDUM to plans, specifications and bidding documents for the subject project modifies the referenced items to the extent described herein. Items not modified by this ADDENDUM remain unchanged and in full effect. Bidders are required to acknowledge receipt of this ADDENDUM on the Bid Form.

1. Bidding Documents: "Instructions to Bidders": Article 22 "Retainage" – Replace with the following paragraph:

22.01 Prior to Substantial Completion, OWNER will retain an amount equal to 5% of each progress payment application. Amounts previously retained shall not be paid to the CONTRACTOR until substantial completion of the Work. In no event shall the total Retainage be more than 5% of the value of the work satisfactorily completed.
2. Agreement Section: "Agreement: EJCDC C-521": Item 4.02 "Days to Achieve Substantial Completion and Final Payment" – Replace with the following paragraph:

*A. The Work will be substantially completed within **180** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **270** days after the date when the Contract Times commence to run. Substantial completion will be generally defined as all pipe being installed and backfilled. Final completion will be generally defined as all lines in service, meters set and final cleanup complete.*
3. Agreement Section: "Agreement: EJCDC C-521": Item 4.03 "Liquidated Damages" – Replace with the following paragraph:

*A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$750.00** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$750.00** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.*
4. Contract Drawings: Sheet 1-T-3: Revise Notes: "Paragraph 4" as follows:
 4. *Detector Wire shall be **12** Gauge Solid Copper insulated wire. Attach wire to the top of the pipe with duct tape.*

5. Contract Drawings: Sheet 1-D-1: Revise Detail 3: “Steel Cased Road/Railroad Bore” as follows:

*Support Pipe Barrel with **Stainless Steel** Casing Spacers strapped to the pipe for full pipe length.*

6. Contract Drawings: Sheet 1-D-2: Revise Detail 8: “3/4” Meter Setting” as follows:

*The high-density polyethylene service tubing shall be ¾” **200** PSI.*

END OF ADDENDUM NO. 1 TEXT
This ADDENDUM consists of a total of 2 page.