



KENVIRONS

ADDENDUM No. 2

Date: JULY 8, 2019
Owner: GREEN RIVER VALLEY WATER DISTRICT
Project: CONTRACT 1 – WATER TREATMENT PLANT EXPANSION

The following items are changes and/or clarifications of the plans and specifications and shall be included in the Bid. This Addendum shall supersede in the event of any conflicts. The Bidder shall acknowledge receipt of all Addenda in the appropriate space on the Bid Form. Failure to do so may result in disqualification of the Bid.

1. **Section 520, Agreement** – Article 4 Contract Times is herein revised as follows;

4.02 Contract Times

- A. The Work will be substantially completed within **600** calendar after the date when the Contract Times commences to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **660** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. 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):

1. Substantial Completion: Contractor shall pay Owner **\$800** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.



3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
2. **Clarification, Asphalt Paving** – Due to length of time from the bid opening and installation of asphalt pavement, the asphalt paving price will be adjusted based upon the Kentucky Average Price Index for Asphalt (KAPI) per the Kentucky Transportation Cabinet Asphalt Escalation Formula. Also note the asphalt paving detail was modified when Sheet 1.3 was reissued as part of Addendum No. 1.
3. **Clarification, Asphalt Paving** – The geotextile referenced in the Compacted Gravel Drive and Asphalt Pavement Details on Sheet 1.3 shall comply with the Kentucky Transportation Cabinet's Type III Geotextile for Subgrade or Embankment Stabilization.
4. **Sheet 2.1, River Intake Improvements Site Plan** – Delete the note stating "the Contractor will be responsible for obtaining a qualified and approved Biologist to inspect and relocate any mussels found within the area of the turbidity curtain." The Owner will be responsible for the costs associated with relocating the mussels. The Contractor shall coordinate and schedule the work within the turbidity curtain with the Owner and Engineer..
5. **Section 11214, Vertical Turbine Pumps** – The specifications shall be modified as follows;
7.1.M Add Flowserve and Layne Chistensen as acceptable pump manufacturers.

A handwritten signature in blue ink, appearing to read 'R. Vaughn Williams', written over a horizontal line.

R. Vaughn Williams, P.E.
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