

BULLETIN NO. 1

**GREAT LAKES WATER AUTHORITY
CONTRACT NO. GLWA-SCP-CON-094**

**BELLE ISLE WATER SUPPLY INTAKE LAGOON ICE BOOM REPLACEMENT AND
IMPROVEMENTS**

April 26, 2017

This Bulletin No. 1 is hereby made part of the Contract Documents for the above named project and shall be taken into consideration by any and all bidders submitting bids on this project. All bidders must acknowledge receipt of this Bulletin.

CONTRACT AGREEMENT

Delete Article IV, Commencement and Completion; Schedule, Paragraph 4.02 in its entirety and **replace** with the following:

4.02 The Contractor recognizes that GLWA shall suffer financial loss for which the Contractor shall be liable if the Work is not completed within the specified Contract Time and by the dates specified for Substantial and Final Completion plus any permitted extensions expressly allowed for herein or otherwise approved by GLWA in writing. The Contractor and GLWA also recognize the delays, expense and difficulties involved in proving the actual loss suffered by GLWA if the Work is not completed on time. Accordingly, instead of requiring any such proof, GLWA and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay GLWA the sum of Two Thousand and 00/100 Dollars (\$2,000.00) per day for each day that expires after the date for Substantial Completion has passed and said payment shall continue until the entire Work is substantially complete in accordance with this Agreement. GLWA and the Contractor also agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay GLWA the sum of Five Hundred and 00/100 Dollars (\$500.00) per day for each day that expires after the date for Final Completion has passed and said payment shall continue until the entire Work is finally complete in accordance with this Agreement.