

DEPARTMENT OF PUBLIC WORKS AND PARKS  
CITY OF WORCESTER

**QUINAPOXET TRANSFER PIPELINE CONTRACT 2  
BID NO. 7858-M3**

**ADDENDUM NO. 2**

**TO ALL CONTRACTORS ESTIMATING:**

Bidders are hereby informed that plans and specifications for the above-mentioned contract are modified, corrected, and/or supplemented as follows and that Addendum No. 2 becomes part of the Contract Documents and consists of Items 2-1 through 2-X.

**ITEM 2-1: Addendum 1 – Liquidated Damages**

**DELETE** “Addendum 1 – Liquidated Damages” in its entirety.

**ITEM 2-2: Form 30, 39M (Construction) 11-08**

Page 66 of 86, Article 105, Paragraph (4)

**ADD** “d. Liquidated Damages”, immediately following “c. Specifications, Drawings and Addenda”

**ADD** “Liquidated Damages” consisting of 1 pages, attached hereto as Attachment A, immediately before page 66 of 86.

**ITEM 2-3: Form 30, 39M (Construction) 11-08**

Page 1 of 86, Paragraph “Complete Bid Package Submission”

**ADD** “• Cost of Materials for Items 13 thru 17 in accordance with Specification Section 01025, Paragraph 2.36” immediately following “• Other Forms as required by City of Worcester”

**ITEM 2-4: Form 30, 39M (Construction) 11-08**

Page 1 of 86, Paragraph “Other Conditions”

**ADD** “• The last day for Questions shall be August 30, 2022 at 3:30 PM” immediately following “• A pre-bid meeting...” Paragraph.

Date: August 23, 2022

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**BID NO. 7858-M3**

Attachment A, Item 2-2  
LIQUIDATED DAMAGES

(CONTRACTS OF \$100,000 OR MORE)

It is expressly understood and agreed, by and between the Contractor and the City, that the time for completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial and / or residential conditions prevailing in the locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof requested in writing by the Contractor and granted in writing by the Contracting Officer, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay the City the amount of

\$2,500.00 per day, not as a penalty but as liquidated damages for such breach of contract, for each and every calendar day that the contractor shall be in default after the time stipulated for completing the work. The said amount of \$2,500.00 per day is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and the said amount shall be deducted by the City from periodic payments.