

**ADDENDUM NO. 1
TO THE
PLANS AND SPECIFICATIONS
for
WASTEWATER TREATMENT PLANT
U.V. EQUIPMENT REPLACEMENT
FOR THE
CITY OF BOONVILLE
WARRICK COUNTY, INDIANA**

MEI PROJECT NO. 2017103-00

DECEMBER 20, 2017

The following items shall amend, clarify, and/or correct plans and/or specifications for the above project and shall take precedence over items in conflict herein:

ITEM NO.1 - Reference Specifications, Agreement between Owner and Contractor for Construction Contract (Stipulated Price), Article 10 – Miscellaneous, Section 10.06 Other Provisions, Page 37:

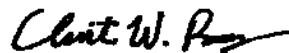
DELETE: NOT APPLICABLE

REPLACE WITH:

1. All indemnity obligations, must be limited to the extent directly caused by Contractor's negligence or misconduct relating to the work.
2. UV Supplier requires an initial acceptance of goods upon delivery. This statement does not preclude customer's right to claim under the warranty provisions, nor does it negate any final testing and acceptance criteria under the UV specification.
3. Warranty obligations shall be limited to those stated in the UV Supplier proposal and shall not include de-installation or reinstallation of the goods.
4. Any liquidated damages must be sole & exclusive remedy for delay, capped at not greater than 10% of the contract price, applied at a rate proportionate to UV Supplier's scope of supply.
5. UV Supplier to have exclusion of consequential, incidental, indirect, and punitive damages, and those damages must be capped at no greater than the contract price.
6. Flow-downs from the prime contract should be minimized to the extent they are applicable to UV Supplier's scope of work, and subject to negotiation.

Respectfully submitted,

MIDWESTERN ENGINEERS, INC.



Clint W. Roos, P.E.
Sr. Project Engineer