



JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6
Karen J. Stewart, MBA, Business Manager: Purchasing Agent

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IFB Number: IFB 20-011/KJS
IFB Title: Breakwater Rock for White's Ranch and Needmore
At GIWW
IFB Due: 2:00 PM, CST, Thursday, May 21, 2020
Addendum No.: 01
Issued (Date): May 12, 2020

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal**. If the Proposal has already been received by the Jefferson County Drainage District No 6 Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Name, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revisions by Addendum 01 Clarification regarding Bid Bond/ Performance and Payment Bonds, Liquidated Damages, Construction Days, and Retainage

1. Bonds

Originally Specified: Unchanged

The District shall require the bidder to furnish a bid security in the amount of (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas and approved by the Districts advisors. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the District for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the District may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation of the District.

Revised by Addendum 01: Further Information

Execution of Agreement/Performance and Payment Bonds

- a. Performance and Payment Bonds requires all prime contractors which enter into a formal contract in excess of \$25,000 with the State, any department, board, agency, municipality, county, school district, or any division or subdivision thereof, to obtain a Payment Bond in the amount of the contract before commencing with work and a performance bond for public works contracts in excess of \$100,000.

- b. The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the District may grant, shall constitute a default and the District may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the District may charge against the bidder the difference between the amount of the bid and the amount for which a contract is subsequently executed, irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the District for a refund.
- c. When activity occurs within the resulting Contract that increases the amount of the Contract by \$5,000 or more, pursuant to a District Board Approved Change Order, a recorded bond rider shall be provided before the additional work can proceed. All premiums shall be paid by the successful bidder.

2. Termination, Delays, and Liquidated Damages

Originally Specified:

No mention of a Termination, Delays, and Liquidated Damages was included in the original specifications.

Revised by Addendum 01:

Termination, Delays, and Liquidated Damages

- d. Right of the District to Terminate Contract. In the event that any of the provisions of this contract are violated by the Contractor, or by any of its sub-contractors, the District may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the District shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the District may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the District for any excess cost incurred. In such event the District may take possession of, and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary, therefore.
- e. Liquidated Damages for Delays. If the work is not completed within the number of working days stipulated in the applicable bid for Lump Sum Contract provided, the Contractor shall pay to the District as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$1000.00 Dollars for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the District for the amount thereof.
- f. Excusable Delays
 - The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

- Any acts of the District, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- Any acts of the District;
- Causes not reasonably foreseeable or discussed in the pre-bid meeting by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the District, fires, floods, epidemics, quarantine, restrictions, strikes, and freight embargoes.
- Provided, however, that the Contractor promptly notifies the District within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the District shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the District shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

3. Contract Time

Originally Specified:

No mention of a Contract Time was included in the original specifications.

Revised by Addendum 01:

Contract Time

- The contract term will be 60 Calendar days from the date of the Notice to proceed.
 - The successful bidder may not commence work under this Contract until authorized to do so by written Notice to Proceed or Purchase Order.
- The “Contract Time” is the period of time, including adjustments authorized in accordance with the Contract Documents, allotted in the Contract Documents for Final Completion of the Work. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specified.
- The Work to be performed under this Contract shall be commenced within ten (10) days following receipt of written notice to proceed from OWNER. CONTRACTOR shall perform the Work in a prompt, timely, continuous and diligent manner.

4. Retainage

Originally Specified:

No mention of Retainage was included in the original specifications.

Revised by Addendum 01:

Retainage

- Based upon Applications for Payment, the OWNER may make progress payments on account of the Contract Sum to the CONTRACTOR for the period indicated on the Application for Payment as follows:

- Net thirty (30) days after OWNER receives an Application for Payment, OWNER shall pay to CONTRACTOR the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work, less Retainage equal to ten percent (10%), and the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the Project site or at some other location agreed upon by the parties, less Retainage equal to ten percent (10%), in each case through the period covered by the Application for Payment, less the aggregate of previous payments made by the OWNER to the CONTRACTOR.