



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

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IFB Number: IFB 20-006/KJS  
IFB Title: Construction of a New Concrete Parking Lot for Jefferson County  
District No. 6  
IFB Due: 2:00 PM, CST, Thursday, May 14, 2020  
Addendum No.: 03  
Issued (Date): May 7, 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 03 Clarification regarding Bid Bond/ Performance and Payment Bonds, Liquidated Damages, Construction Days, and Retainage

**Originally Specified:**

No mention of a Bid Bond or a Performance Bond was included in the original specifications.

**Revised by Addendum 02:**

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.

**1. Liquidated Damages**

**Originally Specified:**

No mention of a Liquidated Damages was included in the original specifications.

**Revised by Addendum 03:**

Liquidated Damages for Delays. If the work is not completed within 60 calendar days stipulated in the applicable bid for 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 applicable amount in accordance with TxDot scheduled rate of liquidated damages (please see attached) 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.

## 2. **Construction Days**

### **Originally Specified:**

No mention of a Construction Days was included in the original specifications.

### **Revised by Addendum 03:**

Construction shall be performed in 60 Calendar Days

## 3. **Retainage**

### **Originally Specified:**

No mention of Retainage was included in the original specifications.

### **Revised by Addendum 03:**

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.