



**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor  
Beaumont, Texas 77701  
409-835-8593 phone

**ADDENDUM TO IFB**

IFB Number: (IFB 17-043/JW)  
IFB Title: Siphon Control Structures at Oilcut Ditch and Salt Bayou  
at the Gulf Intracoastal Waterway for Jefferson County  
IFB Due: **11:00 am CDT, Tuesday, January 9, 2018**  
Addendum No.: 1  
Issued (Date): December 7, 2017

**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 Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

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**Reason for Issuance of this addendum: Revisions to Specifications**

Revision: The Contractor shall be allowed 120 working days to complete the project.  
(See Revised Bid Specifications Page 42 & Page 74 – attached to this Addendum)

Revision: This project **WILL NOT** have liquidated damages applied for working days that go over the allotted number of 120 working days.  
(See Revised Bid Specifications Page 42 & Page 73 – attached to this Addendum)

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**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

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Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

\_\_\_\_\_

Witness

\_\_\_\_\_

Witness

\_\_\_\_\_  
Authorized Signature (Bidder)

\_\_\_\_\_  
Title of Person Signing Above

\_\_\_\_\_  
Typed Name of Business or Individual

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Address

**BID (REVISED FORM - Addendum No. 1)**

Proposal of \_\_\_\_\_ (hereinafter called  
“BIDDER”), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_  
\_\_\_\_\_. \*

To the \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called “OWNER”).

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of \_\_\_\_\_ in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within \_\_\_\_\_ working days.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_

\*Insert “a corporation”, “a partnership”, or “an individual” as applicable.

## **ARTICLE VIII. CONTRACT COMPLETION TIME**

- 8.1 **NOTICE TO PROCEED:** The contract time will begin on the date designated in the Notice to Proceed issued by the Owner and the Contractor is required to complete the work in the time that is stated in the Contract.
- 8.2 **WORK PROGRESS SCHEDULE:** Within three (3) weeks after receipt of a Notice to Proceed, if requested by the Owner, the Contractor shall submit in duplicate to the Owner and the Engineer for review an estimated progress schedule for the work in relation to the entire project. This schedule shall indicate the dates for the starting and completing the various classifications of construction.
- 8.3 **DELAYS AND EXTENSION OF TIME:**
- 8.3.1 The Contractor may be granted an extension of time because of changes ordered in the contract.
- .1 (Suppl) Normal inclement weather for this project location shall be considered to be zero days per year for contract time extension purposes.**
- 8.3.2 Claims for extensions of time must be made in writing within fifteen (15) calendar days after the occurrence of the delay. All time extension claims shall be supported by sufficient written evidence to justify the claim. In the case of a continuing cause of delay, only one claim is necessary. Claims for extensions of time shall be stated in numbers of whole or half calendar days.
- 8.4 **FAILURE TO COMPLETE WORK ON TIME / LIQUIDATED DAMAGES:** The time set forth in the Contract for the completion of work is an essential element of the contract. Contractor's failure to complete the work within such time will cause damage to the Owner.
- 8.4.1 **(SUPPL) THE WORK IS CRITICAL TO THE OWNER'S SECURITY AND SAFETY REQUIREMENTS, AND DELAY DAMAGES ARE INCAPABLE OF BEING EXACTLY DETERMINED. THE PARTIES AGREE THAT THE SUM OF \$0.00 PER CALENDAR DAY THAT THE WORK IS NOT COMPLETED BY THE CONTRACT TIME IS A FAIR, REASONABLE AND NON-PUNITIVE AMOUNT TO BE CREDITED TO OWNER AS LIQUIDATED DAMAGES FOR SUCH DELAY.**

**ADDENDUM #1: SEE HIGHLIGHTED AREA**

**ARTICLE IX. CONTRACT TIME**

- 9.1 **The Contractor shall be allowed 120 working days to complete the project.**
- 9.2 CERTIFICATION: Should the Owner wish to use or occupy a structure, or part thereof, prior to final completion, and the Owner determines that the work, or a designated portion thereof acceptable to the Owner, is Substantially Complete, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. The failure to include any item on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the Engineer on the basis of an inspection determines that the work is Substantially Complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities, operation of permanent equipment, and insurance; and shall fix the time within which the Contractor shall complete the items listed therein. The Certificate the Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to each of them in such Certificate.
- 9.3 ADDITIONAL INSPECTION COSTS: Contractor shall be charged with any cost for re-inspection resulting from substantial differences between the Contractor's list of items to be completed or corrected and the list of items resulting from the Engineer inspection.

**ADDENDUM # 1: SEE HIGHLIGHTED AREA**