



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.: 3
Issued (Date): December 15, 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.

Reason for Issuance of this addendum: Bid Specification Clarifications, Clarification of Incorrect Plan Sheet Page Numbers, Revisions to Bid Specifications (Pages 37 & 44), and Cut-Off Date for Responses to Question Submissions.

Bid Specification Clarification:

The TxDOT Item 618 was questioned as to whether we were referring to electrical conduit. We were referring to the HDPE 36” pipe to be directional drilled underneath the Intracoastal Waterway. TxDOT Item 618 includes HDPE pipe of the size and type specified in the plans.

Incorrect Plan Sheet Reference

On plan sheets # 7 and 12 there is a reference to the timber wale sheet. The plans refer you to sheet # 19, however there is no sheet # 19. The correct sheet # for the timber wale is plan sheet # 18.

Projected Start Date for this Project:

A projected start date for this project is unavailable at this time, as anticipated grant funding to proceed with this project is currently pending. A contract will not be executed for this project until grant funds are secured or authorized by the County Auditor.

The successful bidder may not commence work under this Contract until authorized to do so by receiving a “Notice to Proceed” document issued by the Purchasing Agent. The “Notice to Proceed” document shall be issued within ten (10) days of the execution of the Contract by the “Owner”.

Should there be any reasons why "Notice to Proceed" cannot be issued within such period, the time may be extended by mutual agreement between "Owner" and "Contractor."

Revisions to Bid Specification Pages 37 & 44 (Attached):

Bids are an irrevocable offer and may not be withdrawn within **90 days** after opening date.

Cut-off Date for Responses to Question Submissions:

Bidders may submit technical questions via email to Allen D. Sims with LJA Engineering, Inc. at asims@ljaengineering.com by 5:00 pm, on Thursday, January 4, 2018.

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.

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

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Authorized Signature (Bidder)

Title of Person Signing Above

Typed Name of Business or Individual

Address

INSTRUCTIONS TO BIDDERS

1. BID PROCEDURE

Bids must be submitted in TRIPLICATE upon the prescribed forms, or copies thereof, in sealed envelopes plainly marked. Bids shall be prepared in compliance with the requirements of the NOTICE to BIDDERS, these instructions and the instructions printed on the prescribed forms. All blank places on the Proposal form must be filled in as noted, in ink, in both words and figures, with amounts extended and totaled, and no changes shall be made in the phraseology of the forms or of the items mentioned therein. In case of any discrepancy between the written amounts and the figures, the written amounts shall govern. Any bid may be deemed irregular which contains any omission, erasure, alteration, addition, irregularity of any kind or item not called for, or which does not contain prices set opposite to each of the several items in the Proposal form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published Notice to Bidders. The Bidder shall sign his Proposal in the blank area provided therefore. If the bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be shown, together with the name and address of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers thereof accompanied by Corporate Seal. In order to ensure consideration, the Proposal must be enclosed in a sealed envelope plainly identified by the name of the project and addressed to the OWNER as prescribed in the Notice to Bidders.

Withdrawal or modifications to bids are effective only if written notice thereof is filed prior to time of bid opening and at the place specified in the Notice to Bidders. A notice of withdrawal or modifications to a bid must be signed by the CONTRACTOR or his designated representative. No withdrawal or modifications shall be accepted after the time for opening of proposals.

2. BID SECURITY

Bids shall be accompanied by a bid guarantee of not less than five percent (5%) Check or Cashier's Check payable without recourse to Jefferson County, or a bid bond with corporate surety authorized to conduct business in Texas. Said security shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid **within ninety (90)** days after the date of the opening of the bids; that if a bid is accepted, the Bidder will enter into a formal Contract with the OWNER, furnish bonds and insurance as may be required and commence work at the specified time, and that in the event of the withdrawal of said bid within said period, or the failure to enter into said Contract, furnish said bonds and insurance and commence work within the time specified, the Bidder shall be liable to the OWNER for the difference between the amount specified in the bid amount for which the OWNER may otherwise procure the required work. Checks of all except the three lowest responsible Bidders will be returned when award is made; when the Contract is executed, the checks of the two remaining unsuccessful Bidders will be returned; that of the successful Bidder will be returned when formal Contract, bonds and insurance are approved, and work has commenced within the time specified.

The Bidder to whom the award is made shall execute and return the formal Contract with the OWNER and furnish Performance and Payment Bonds and required insurance Documents within ten (10) days after the prescribed forms are presented to him for signature. Said period will be extended only upon written presentation to the OWNER, within said period, of reasons which, in the sole discretion of the OWNER, justify an extension. If the Contract, bonds and insurance Documents

The undersigned shall include herewith security in the form of a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the total amount of the bid to be awarded by Owner. To ensure adequate bid bond, Bidders should calculate bid bond based on the total amount of all Base Bids plus all Additive Bids (if any). The Bid Bond will be returned to or forfeited by the undersigned in accordance with the Bid Bond provision in the Instructions to Bidders. The undersigned further agrees that this Bid Bond is the appropriate measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute and deliver said contract and required documents.

The undersigned agrees that when written notice of bid acceptance is furnished by the Owner within 90 calendar days after the bid opening date, the undersigned will, within ten (10) calendar days from receipt of such notice, execute and deliver the contract and all required bonds and certificates of insurance to the Owner.

The undersigned agrees that this bid will not be withdrawn for a period of 90 calendar days from the date set for the bid opening, and the undersigned further agrees that the Bid Bond will be forfeited in the event this bid is withdrawn before expiration of said 90 calendar days.

By the signature hereon affixed, Bidder certifies that neither the Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

By the signature hereon affixed, Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

By the signature hereon affixed, Bidder acknowledges that Bidder has not received compensation for participation in the preparation of the specifications for this project.

By the signature hereon affixed, Bidder certifies he is not currently delinquent in the payment to subcontractors or material suppliers of any franchise taxes owed the State of Texas under Chapter 171, Tax Code. Making a false statement as to corporate tax status is a material breach of contract.

By the signature hereon affixed, Bidder affirms that he has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

Signing this Bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the Bidder shall be removed from all Owner Bid lists.

Bidder acknowledges receipt of the following addenda:

By _____	_____	
Name of Contracting Firm	Authorized Signature	Date
Address	Printed Name	
City	State	Zip
(Area Code) Phone Number	(Area Code) Fax Number	
Email Address	(Area Code) Cell Phone Number	

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID