



February 03, 2023

ADDENDUM NO. 2

PROJECT #21030 - Jefferson Co. Jerry Ware Terminal and ARFF Station Rehabilitation BEAUMONT, TEXAS

The following changes, corrections and additions or deletions to the Drawings and Specifications are hereby made part of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the Bid Form

GENERAL

SITE VISIT

1. A site visit for this project will be held on Wednesday, February 8, 2023 from 9:00 am until 12:00 pm. Meet Airport personnel in the Lobby of the Terminal.

CLARIFICATION

1. Per the Jefferson County Purchasing Department – No Combo Bid Alternates will be allowed. They can only allow Price Per Bid Item/Alternate.

SPECIFICATIONS

Bid Form Page 9,10 of 62 – Purchase Orders and Payment

1. Add Sub-Section 3.5 to read as follows:

3.5 RETAINAGE

The Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Owner's payment to the prime Contractor.

- a. From the total of the amount determined to be payable on a partial payment, 10% percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

- (1) Contractor may request release of retainage on work that has been partially accepted by the Owner. Contractor must provide a certified invoice to the Resident Project Representative (RPR) that supports the value of retainage held by the Owner for partially accepted work.

- b. The Contractor is required to pay all subcontractors for satisfactory performance of

their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

- c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

Bid Form Page 45 of 62 – Liquidated Damages For Delays

1. Delete the last paragraph on page 45 in its entirety and replace with the paragraph below to read as follows: *"It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of Two Hundred and Fifty Dollars (\$250.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency."*
2. Note that the amount for Liquidated Damages has been revised to \$250.00 per day of delay.

DRAWINGS

None



02.03.2023

End of Addendum No. 2

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