



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

**Addendum to IFB**

**IFB NUMBER:** IFB 23-009/JW

**IFB TITLE:** LANDSIDE ROAD PAVEMENT REPAIRS AT THE JACK BROOKS  
REGIONAL AIRPORT

**IFB DUE BY:** 11:00 AM CT, WEDNESDAY, MARCH 29, 2023

**ADDENDUM NO.:** 1

**ISSUED (DATE):** MARCH 13, 2023

**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 bids to have been proffered in recognition and consideration of the entire IFB Specifications 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 bid submission.** If the bid submission 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 IFB Opening Date and Time, as stated above.

**Reason for Issuance of this Addendum:**  
**CLARIFICATIONS, REVISIONS TO BID SPECIFICATIONS (PAGES 26, 43)**

**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 Respondent:

**ATTEST:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Authorized Signature (Respondent)

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

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

\_\_\_\_\_  
Address

## CLARIFICATIONS

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Question: Does the Testing firm have to be a TxDOT pre-certified material testing lab?

Answer: We will follow all the state and ASTM testing methods and procedures. However, the testing lab does not have to be TXDOT pre-certified lab.

Question: Will the material testing be paid by the Owner or Contractor?

Answer: The testing results will be reviewed and documented by the Owner and Engineer. However, the Contractor will schedule, direct, and pay for the 3<sup>rd</sup> Party material testing firm. Include all expenses under the various bid items of the project.

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**DEBARMENT/SUSPENSION CERTIFICATION (REVISED-ADDENDUM NO. 1)**

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Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following **(revised)** websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor \_\_\_\_\_ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

**PLEASE NOTE: Bid Award is subject to grant funding for this project. The County may choose to award all or in partial the projects listed on this bid form.**

We have examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of our bid, we agree to execute the Contract within 10 (ten) days after such notice, begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work within **270 calendar days**.

We have visited and examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the drawings and specifications.

**LIQUIDATED DAMAGES FOR DELAYS:**

It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

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 **FIVE HUNDRED DOLLARS (\$500.00)** 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.