

ADDENDUM No. 2

Date: July 16, 2015

City of Austin

Project Name: Nelray and Evans Utility Improvements

C.I.P. No.: 2231.216

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated June 22, 2015. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

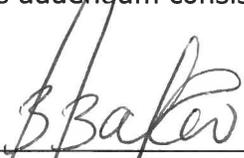
A. Project Manual Revisions:

Revised 300U extend Bid Guaranty

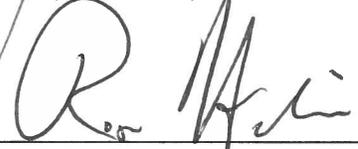
B. Drawing Revisions:

None

This addendum consists of 12 pages.



Approved by OWNER



Approved by ENGINEER



END

Bidding Requirements, Contract Forms and Conditions of the Contract
UNIT PRICE BID FORM
Section 00300U

The undersigned, in compliance with the Invitation for Bids for construction of the following Project:
Nelray and Evans Utility Improvements

(CIP ID# 2231.216) (IFB# 6100 CLMC545) for the City of Austin, Texas, having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated for the following prices of:

Note: The Bidder will enter the line item subtotal in the "Amount" column below, which is the product of the estimated "Quantity" multiplied by the "Unit Price". Any mathematical errors will be corrected for the purpose of determining the correct Amount to be entered in the Bid Form. The Amounts, including any corrected Amounts, will then be totaled to determine the actual amount of the Bid.

| Water FDU# 3960-2207-6351 | | | | | |
|----------------------------------|------------------------|--------------------|-----------------------------------------------------------------------------------------------------|--------------------------|----------------------|
| <u>Bid Item</u> | <u>Quantity</u> | <u>Unit</u> | <u>Item Description</u> | <u>Unit Price</u> | <u>Amount</u> |
| <u>210S-A-W</u> | <u>811</u> | <u>CY</u> | <u>Flexible Base</u> | \$ _____ | \$ _____ |
| <u>315S-C-W</u> | <u>33</u> | <u>SY</u> | <u>Transition Milling</u> | \$ _____ | \$ _____ |
| <u>315S-D</u> | <u>141</u> | <u>SY</u> | <u>Edge Milling</u> | \$ _____ | \$ _____ |
| <u>340S-B-W</u> | <u>15,930</u> | <u>SY</u> | <u>Hot Mix Asphaltic Concrete Pavement, 3 In, Type C</u> | \$ _____ | \$ _____ |
| <u>401S-A-W</u> | <u>1090</u> | <u>CY</u> | <u>Unclassified Structural Excavation, Plan Quantity (Removal of Culverts)</u> | \$ _____ | \$ _____ |
| <u>402S-A</u> | <u>160</u> | <u>CY</u> | <u>Controlled Low Strength Material</u> | \$ _____ | \$ _____ |
| <u>430S-B-W</u> | <u>600</u> | <u>LF</u> | <u>P.C. Concrete Curb and Gutter (Fine Grading)</u> | \$ _____ | \$ _____ |
| <u>432SR-4-W</u> | <u>200</u> | <u>SF</u> | <u>Reconstruct Concrete Sidewalks to 4 Inches thickness, including removal of existing sidewalk</u> | \$ _____ | \$ _____ |
| <u>433S-A-W</u> | <u>50</u> | <u>SF</u> | <u>Type I P.C. Concrete Driveway</u> | \$ _____ | \$ _____ |

| <u>Bid Item</u> | <u>Quantity</u> | <u>Unit</u> | <u>Item Description</u> | <u>Unit Price</u> | <u>Amount</u> |
|---------------------------|------------------------|--------------------|-------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------|
| <u>501S-W</u> | <u>23</u> | <u>LF</u> | <u>JACKING OR BORING 24 IN. PIPE, STEEL</u> | \$ _____ | \$ _____ |
| <u>504S-3W</u> | <u>120</u> | <u>EA</u> | <u>Adjusting Water Valve Boxes to Grade</u> | \$ _____ | \$ _____ |
| <u>505S-B-W</u> | <u>27</u> | <u>LF</u> | <u>Encasement Pipe 24 Dia., Type Steel.</u> | \$ _____ | \$ _____ |
| <u>509S-1-W</u> | <u>4,977</u> | <u>LF</u> | <u>Trench Excavation Safety Protective Systems (all depths)</u> | \$ _____ | \$ _____ |
| <u>510-AW 6 Dia. DI</u> | <u>255</u> | <u>LF</u> | <u>Pipe, 6" Dia. Type DI (all depths), including Excavation and Backfill</u> | \$ _____ | \$ _____ |
| <u>510-AW 8 Dia. DI</u> | <u>322</u> | <u>LF</u> | <u>Pipe, 8" Dia. Type DI (all depths), including Excavation and Backfill</u> | \$ _____ | \$ _____ |
| <u>510-AW12</u> | <u>2,905</u> | <u>LF</u> | <u>Pipe, 12" Dia.PVC(All Depths), Including Excavation and Backfill</u> | \$ _____ | \$ _____ |
| <u>510-AW 6 Dia. PVC</u> | <u>20</u> | <u>LF</u> | <u>Pipe, 6" Dia. PVC (all depths), including Excavation and Backfill</u> | \$ _____ | \$ _____ |
| <u>510-AW 8 Dia. PVC</u> | <u>1,730</u> | <u>LF</u> | <u>Pipe, 8" Dia. PVC (all depths), including Excavation and Backfill</u> | \$ _____ | \$ _____ |
| <u>510-AW 2 Dia. HDPE</u> | <u>2,975</u> | <u>LF</u> | <u>Pipe, 2" Dia. Type HDPE (all depths), including Excavation and Backfill</u> | \$ _____ | \$ _____ |
| <u>510-BW 2 x 1 Dia.</u> | <u>120</u> | <u>EA</u> | <u>Connecting New 2" Water Service to Existing Private Service (2 Dia. New Service to 1 Dia. Private Service)</u> | \$ _____ | \$ _____ |
| <u>510-FR</u> | <u>64</u> | <u>LF</u> | <u>Concrete Trench Cap, 10-ft. Width</u> | \$ _____ | \$ _____ |
| <u>510-JW 6 x 6 Dia.</u> | <u>5</u> | <u>EA</u> | <u>Wet Connections, 6" Dia.X 6"Dia.</u> | \$ _____ | \$ _____ |
| <u>510-JW 8 x 6 Dia.</u> | <u>4</u> | <u>EA</u> | <u>Wet Connections, 8" Dia.X 6"Dia.</u> | \$ _____ | \$ _____ |

| Bid Item | Quantity | Unit | Item Description | Unit Price | Amount |
|---------------------------|-----------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------|
| <u>510-JW 8 x 8 Dia.</u> | <u>5</u> | <u>EA</u> | <u>Wet Connections, 8" Dia.X 8"Dia.</u> | \$ _____ | \$ _____ |
| <u>510-JW 8 x 12 Dia.</u> | <u>1</u> | <u>EA</u> | <u>Wet Connections, 8" Dia.X 12"Dia.</u> | \$ _____ | \$ _____ |
| <u>510-KW</u> | <u>5</u> | <u>TN</u> | <u>Ductile Iron Fittings</u> | \$ _____ | \$ _____ |
| <u>510-SD 36 Dia.</u> | <u>10</u> | <u>LF</u> | <u>Pipe, 36" Dia. Type Concrete (all depths), including Excavation and Backfill</u> | \$ _____ | \$ _____ |
| <u>510-SD 42 Dia.</u> | <u>20</u> | <u>LF</u> | <u>Pipe, 42" Dia. Type Concrete (all depths), including Excavation and Backfill</u> | \$ _____ | \$ _____ |
| <u>511S-6A</u> | <u>14</u> | <u>EA</u> | <u>Valves, Resilient Seated Gate 6" Diameter</u> | \$ _____ | \$ _____ |
| <u>511S-8A</u> | <u>16</u> | <u>EA</u> | <u>Valves, Resilient Seated Gate 8" Diameter</u> | \$ _____ | \$ _____ |
| <u>511S-12A</u> | <u>8</u> | <u>EA</u> | <u>Valves, Resilient Seated Gate 12" Diameter</u> | \$ _____ | \$ _____ |
| <u>511S-B</u> | <u>13</u> | <u>EA</u> | <u>Fire Hydrants (See Standard No. 511S-17)</u> | \$ _____ | \$ _____ |
| <u>559S-A 3X7</u> | <u>8</u> | <u>CY</u> | <u>Cast in Place Box Culverts 3x7</u> | \$ _____ | \$ _____ |
| <u>602S-B-W</u> | <u>368</u> | <u>SY</u> | <u>Sodding for Erosion Control (St. Augustine)</u> | \$ _____ | \$ _____ |
| <u>610S-A-W</u> | <u>2500</u> | <u>LF</u> | <u>Protective Fencing Type A Chain Link fence (Typical Application-high damage potential)</u> | \$ _____ | \$ _____ |
| <u>628S-B-W</u> | <u>1000</u> | <u>LF</u> | <u>Sediment Containment Dike (Triangular Filter Dike)</u> | \$ _____ | \$ _____ |
| <u>871S-4A</u> | <u>5,765</u> | <u>LF</u> | <u>Reflectorized Type I Thermoplastic Pavement Markings 4 inches in width, 60 mils in thickness Yellow in color (double yellow)</u> | \$ _____ | \$ _____ |

| <u>Bid Item</u> | <u>Quantity</u> | <u>Unit</u> | <u>Item Description</u> | <u>Unit Price</u> | <u>Amount</u> |
|------------------------|------------------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------|
| <u>871S-6A</u> | <u>2,595</u> | <u>LF</u> | ReflectORIZED Type I Thermoplastic Pavement Markings 6 inches in width, 60 mils in thickness White in color | \$ _____ | \$ _____ |
| <u>871S-8A</u> | <u>300</u> | <u>LF</u> | ReflectORIZED Type I Thermoplastic Pavement Markings 8 inches in width, 60 mils in thickness White in color | \$ _____ | \$ _____ |
| <u>871S-12A</u> | <u>300</u> | <u>LF</u> | ReflectORIZED Type I Thermoplastic Pavement Markings 12 inches in width, 60 mils in thickness White in color | \$ _____ | \$ _____ |
| <u>871S-D1</u> | <u>10</u> | <u>EA</u> | ReflectORIZED Type I Thermoplastic Pavement Markings 4 inches in width, 100 mils in thickness White in color (Symbols) | \$ _____ | \$ _____ |
| <u>871S-D2</u> | <u>29</u> | <u>EA</u> | ReflectORIZED Type I Thermoplastic Pavement Markings 4 inches in width, 100 mils in thickness White in color (Bike lane arrows) | \$ _____ | \$ _____ |
| <u>SP510-LW</u> | <u>8</u> | <u>EA</u> | Cut/Plug Existing Water Line | \$ _____ | \$ _____ |
| <u>SP511S-RFH</u> | <u>8</u> | <u>EA</u> | Remove existing Fire hydrant and Valve | \$ _____ | \$ _____ |
| <u>SP511S-RGV</u> | <u>13</u> | <u>EA</u> | Remove existing Gate Valve | \$ _____ | \$ _____ |
| <u>SS2000-6</u> | <u>1</u> | <u>EA</u> | Temporary Plug Valve 6" Dia | \$ _____ | \$ _____ |
| <u>SS2000-8</u> | <u>1</u> | <u>EA</u> | Temporary Plug Valve 8" Dia | \$ _____ | \$ _____ |
| <u>SS2000-12</u> | <u>1</u> | <u>EA</u> | Temporary Plug Valve 12" Dia | \$ _____ | \$ _____ |
| | | | | | |

| Wastewater FDU# 4480-2307-8288 | | | | | |
|---------------------------------------|-----------------|-------------|-----------------------------------------------------------------------------------------------------|-------------------|---------------|
| Bid Item | Quantity | Unit | Item Description | Unit Price | Amount |
| <u>210S-A-WW</u> | <u>760</u> | <u>CY</u> | <u>Flexible Base</u> | \$ _____ | \$ _____ |
| <u>315S-C-WW</u> | <u>34</u> | <u>SY</u> | <u>Transition Milling</u> | \$ _____ | \$ _____ |
| <u>315S-D-WW</u> | <u>142</u> | <u>SY</u> | <u>Edge Milling</u> | \$ _____ | \$ _____ |
| <u>340S-B-WW</u> | <u>18,930</u> | <u>SY</u> | <u>Hot Mix Asphaltic Concrete Pavement, 3 In, Type C</u> | \$ _____ | \$ _____ |
| <u>401S-A-WW</u> | <u>50</u> | <u>CY</u> | <u>Unclassified Structural Excavation, Plan Quantity (Removal of Manholes)</u> | \$ _____ | \$ _____ |
| <u>402S-A</u> | <u>200</u> | <u>CY</u> | <u>Controlled Low Strength Material</u> | \$ _____ | \$ _____ |
| <u>430S-B-WW</u> | <u>660</u> | <u>LF</u> | <u>P.C. Concrete Curb and Gutter (Fine Grading)</u> | \$ _____ | \$ _____ |
| <u>432SR-4-WW</u> | <u>200</u> | <u>SF</u> | <u>Reconstruct Concrete Sidewalks to 4 Inches thickness, including removal of existing sidewalk</u> | \$ _____ | \$ _____ |
| <u>433S-A-WW</u> | <u>50</u> | <u>SF</u> | <u>Type I P.C. Concrete Driveway</u> | \$ _____ | \$ _____ |
| <u>505S-B-WW</u> | <u>46</u> | <u>LF</u> | <u>Encasement Pipe 16 Dia., Type Steel.</u> | \$ _____ | \$ _____ |
| <u>506 AB</u> | <u>10</u> | <u>EA</u> | <u>Abandon Existing Manhole</u> | \$ _____ | \$ _____ |
| <u>506S-CN</u> | <u>3</u> | <u>EA</u> | <u>Connection to Existing Manhole</u> | \$ _____ | \$ _____ |
| <u>506S D4</u> | <u>4</u> | <u>EA</u> | <u>Drop Manhole w/Pre-cast Base, 4' Dia.</u> | \$ _____ | \$ _____ |
| <u>506S EDMS W4</u> | <u>11</u> | <u>VF</u> | <u>EXTRA DEPTH OF MANHOLE, 48-INCH DIA.</u> | \$ _____ | \$ _____ |
| <u>506 M 4</u> | <u>17</u> | <u>EA</u> | <u>Standard Pre-cast Manhole w/Pre-cast Base, 4' Dia.</u> | \$ _____ | \$ _____ |
| <u>509S-1-WW</u> | <u>4,635</u> | <u>LF</u> | <u>Trench Excavation Safety Protective Systems (all depths)</u> | \$ _____ | \$ _____ |

| <u>Bid Item</u> | <u>Quantity</u> | <u>Unit</u> | <u>Item Description</u> | <u>Unit Price</u> | <u>Amount</u> |
|-------------------------------------------------------------|------------------------|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------|
| <u>510-AWW 6 Dia. PVC</u> | <u>3,365</u> | <u>LF</u> | <u>Pipe, 6" Dia. PVC (all depths), including Excavation and Backfill</u> | \$ _____ | \$ _____ |
| <u>510-AWW 8 Dia. PVC</u> | <u>4,635</u> | <u>LF</u> | <u>Pipe, 8" Dia. PVC (all depths), including Excavation and Backfill</u> | \$ _____ | \$ _____ |
| <u>510-BWW6X8</u> | <u>132</u> | <u>EA</u> | <u>Installing or Reconnecting Lateral Service to Existing, or Replaced Pipe (6" Dia. SDR26 PVC Service)</u> | \$ _____ | \$ _____ |
| <u>602S-B-WW</u> | <u>367</u> | <u>SY</u> | <u>Sodding for Erosion Control (St. Augustine)</u> | \$ _____ | \$ _____ |
| <u>610S-A-WW</u> | <u>1800</u> | <u>LF</u> | <u>Protective Fencing Type A Chain Link fence (Typical Application-high damage potential)</u> | \$ _____ | \$ _____ |
| <u>628S-B-WW</u> | <u>160</u> | <u>LF</u> | <u>Sediment Containment Dike (Triangular Filter Dike)</u> | \$ _____ | \$ _____ |
| <u>SP401S-K</u> | <u>1</u> | <u>LS</u> | <u>Structural Excavation Speedway Ave. WWL: Sta. 2+58 and 2+87, includes culvert floor reconstruction</u> | \$ _____ | \$ _____ |
| <u>SP510-LWW</u> | <u>28</u> | <u>EA</u> | <u>Cut/Plug Existing Wastewater Line</u> | \$ _____ | \$ _____ |
| <u>SP510-PH</u> | <u>2</u> | <u>EA</u> | <u>Potholing on Speedway Ave: Sta 2+58 and 2+87</u> | \$ _____ | \$ _____ |
| <u>SS 1025-01</u> | <u>1</u> | <u>LS</u> | <u>4521 Speedway (houses on the western property edge) Complete and In Place.</u> | \$ _____ | \$ _____ |
| <u>SS 3000R-CF</u> | <u>4</u> | <u>EA</u> | <u>Reform manhole invert per current COA specs and details; coat interior with 125-mil non-structural liner per SPL WW-511, Complete and In Place</u> | \$ _____ | \$ _____ |
| <u>Common Items #3960-2207-6351, #4480-2307-8288</u> | | | | | |
| <u>Bid Item</u> | <u>Quantity</u> | <u>Unit</u> | <u>Item Description</u> | <u>Unit Price</u> | <u>Amount</u> |
| <u>700S-TM</u> | <u>1</u> | <u>LS</u> | <u>Total Mobilization Payment</u> | \$ _____ | \$ _____ |
| <u>802S-A C.I.P.</u> | <u>16</u> | <u>LS</u> | <u>C.I.P. Project Signs</u> | \$ _____ | \$ _____ |

| | | | | | |
|---------|-----|----|-----------------------------------------|----------|----------|
| 803S-CD | 275 | CD | Barricades, Signs, and Traffic Handling | \$ _____ | \$ _____ |
|---------|-----|----|-----------------------------------------|----------|----------|

ALLOWANCE (SOIL BORINGS):..... \$ 10,000

ALLOWANCE (4512 SPEEDWAY SERVICE):..... \$ 25,000

WATER BID ITEMS AMOUNT:..... \$ _____

WASTEWATER BID ITEMS AMOUNT:.....\$ _____

COMMON BID ITEMS AMOUNT:.....\$ _____

TOTAL BID (INCLUDES ALLOWANCE).....\$ _____

In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder. The unit prices shown above will be the unit prices used to tabulate the Bid and used in the Contract, if awarded by the City.

For a more detailed explanation of Bid allowances, see Section 1020.

Optional Information on Bid Prices Submitted by Computer Printout

In lieu of handwritten unit prices in figures in ink on the Bid forms above, Bidders, at their option, may submit an original computer printout sheet bearing certification by, and signature for, the Bidding firm. The unit prices shown on acceptable printouts will be the unit prices used to tabulate the Bid and used in the Contract if awarded by the City. As a minimum, computer printouts must contain all information and in the format shown on the attached page: "Example of Bid Prices Submitted by Computer Printout" form.

If a computer printout is used, the Bidder must still execute that portion of the unit price Bid form which acknowledges the Bid Guaranty, Time of Completion, Liquidated Damages, and all addenda that may have been issued.

Bids with unit prices by computer printout may be rejected, if:

1. The computer printout does not include the required certification, set forth in the attached "Example".
2. The computer printout is not signed in the name of the firm to whom the Project Manual was issued.
3. The computer printout is non-responsive or otherwise omits required Bid items or includes items not shown on the Bid forms in the Project Manual.
4. The other required Bid documents issued by the City are not fully executed as provided above.
5. The signed Section 00300U is not returned with the signed computer printout.

If the Bid submitted by the Bidder contains both the form furnished by the City, completed according to the instructions, and also a computer printout, completed according to the instructions, unit prices of

only one will be considered. In this situation, the unit Bid prices shown on the computer printout will be used to determine the Bid.

BID GUARANTY: A Bid guaranty must be enclosed with this Bid, as required in Section 00020 or Section 00020S, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of (120) Calendar Days. Award of Contract will occur within this period, unless mutually agreed between the parties. The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section 00020S or 00100, or any mutually agreed extension of that period;
- or Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within five (5) Working Days after notice of award, or any mutually agreed extension of that period.

The Bid includes all Automobile Liability and Builder's Risk Insurance premiums required to meet the insurance limits in the Supplemental General Conditions and includes all premiums for a Performance Bond and a Payment Bond in the sum of one hundred percent of the Contract Amount. The Bid excludes all costs for the insurance coverages and limits, up to the limits set forth in the Supplemental General Conditions, duplicated by those in the ROCIP, including the costs for all proposed Subcontractors for such coverages and limits as described in the Supplemental General Conditions, and as calculated in accordance with the Insurance Cost Form, Section 00425.

The Bid also includes the cost to provide and maintain through completion of Work all necessary safety rails, barricades, platforms, fences, covers, and signs necessary to adequately protect and safeguard all vehicular and pedestrian traffic within proximity of the Work. The safety information identified in the Project Safety Manual, and in the Supplemental General Conditions, outlines the minimum safety requirements for the Project. CONTRACTOR shall not limit the amount of effort directed toward its safety program based on the requirements identified in the Project Safety Manual. This program is in addition to CONTRACTOR's existing safety program, not in lieu of that program.

GEOTECHNICAL BASELINE ACKNOWLEDGEMENT: The undersigned bidder certifies that he/she has read and understands the Geotechnical Baseline Report (GBR), the Geotechnical Data Report, the Reflection Survey Report, and all other geological and geotechnical information and data as provided in the Contract Documents, including all Addenda. **The Bidder acknowledges and agrees that the GBR represents the contractual statement of the subsurface conditions reasonably anticipated to be encountered during construction. The GBR will be used to evaluate whether subsurface conditions differ materially from those indicated in the GBR.**

TIME OF COMPLETION: The undersigned Bidder agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to **substantially** complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within **two hundred and fifteen** (215) Calendar Days. **The Bidder further agrees to reach Final Completion within Thirty (30) Calendar Days after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.** The Bidder further agrees that should the Bidder fail to **substantially complete the Work** within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

WAIVER OF ATTORNEY FEES: In submitting its bid, in consideration for the waiver of its right to attorney's fees by the OWNER, the Bidder knowingly and intentionally agrees to and shall waive the

right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

LIQUIDATED DAMAGES: The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder. Therefore, the Bidder and the OWNER agree that for each and every **Calendar Day** the Work or any portion thereof, remains incomplete after the **Substantial Completion** date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of two thousand nine hundred and fifty dollars (\$ 2950) per **Calendar Day** as liquidated damages, not as a penalty, but for delay damages to the OWNER. **If both Substantial and Final Completion dates have been specified, the Bidder and the OWNER further agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Final date as established by the above paragraph, "Time of Completion", payment will be due to the OWNER in the amount of five hundred and twenty dollars (\$ 520.00) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER.** Such amount shall be deducted by the OWNER from any Contract payment due. In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bids).

The undersigned acknowledges receipt of the following addenda:

- Addendum No. 1 dated _____ Received _____
- Addendum No. 2 dated _____ Received _____
- Addendum No. 3 dated _____ Received _____
- Addendum No. 4 dated _____ Received _____
- Addendum No. 5 dated _____ Received _____

Secretary, *if Bidder is a Corporation

Bidder

(Seal)

Authorized Signature

Title

Date

Address

Telephone Number / FAX Number

Email Address for Person Signing Bid

Email Address for Bidder's Primary Contact Person

* Copy of Corporate Resolution and minutes with certificate of officer of Bidder as to authority of signatory to bind Bidder is to be signed and dated no earlier than one week before Bid date, and attached to this document.

EXAMPLE: BID PRICES SUBMITTED BY COMPUTER PRINTOUT

| |
|----------------------|
| Project Name: |
| CIP ID #: |
| IFB #: |

| Bid Item # | Bid Item Description | Unit | Qty | Unit Bid Price | Total Amount |
|-------------------|-----------------------------|-------------|------------|-----------------------|---------------------|
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| Total Bid: | | | | | |

(YOUR FIRM'S NAME) certifies that the unit prices shown on this completed computer printout for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its Bid will be tabulated using these unit prices and no other information from this printout. (YOUR FIRM'S NAME) acknowledges and agrees that the total bid amount shown will be read as its total bid. *In the event of a mathematical error*, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder.

Signed: _____

Title: _____

Date: _____

End