



Procurement Department Bid Office  
225 N Pearl St.  
Jacksonville, Florida 32202

December 28, 2023

ADDENDUM NUMBER: Four (4)

TITLE: 1411536246 JEA McMillan St Pump Station – 42-in Force Main Rehabilitation

JEA IFB NUMBER: 1411536246

BID DUE DATE: January 23, 2023

TIME OF RECEIPT: 12:00 PM

TIME OF OPENING: 02:00 PM

**THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:**

1. JEA is providing an updated Bid Workbook. Use the Bid Workbook listed below when submitting a Bid.
  - 1411536246 Addendum 4 – Appendix B – Bid Workbook
2. JEA is providing a Subcontractor Minimum Qualification Form. Submit the form listed below when submitting a Bid.
  - 1411536246 Addendum 4 - Subcontractor Minimum Qualifications and References Form
3. JEA is replacing the previously supplied Technical Specifications, Drawings, and Geotechnical Report with the following files:
  - 1411536246 Addendum 4 – Appendix A – Technical Specifications – Add-On
  - 1411536246 Addendum 4 - 12222023 JEA McMillan Street Pump Station - 42-inch Force Main Rehab - 100\_ Design
  - 1411536246 Addendum 4 - 122023 McMillan Street Pump Station Specifications
4. JEA is providing the following files for reference.
  - 1411536264 Addendum 4 - FDOT Approved Utility Permit Package
  - 1411536246 Addendum 4 - Geotechnical Report
5. JEA is updating section 2.89 Liquidated Damages, as shown below.
  - 2.89) Liquidated Damages
  - If the Company fails to obtain Substantial Completion of the Work on or before 480 days after date the Notice to Proceed is issued, the Company shall pay JEA the sum of

1411536246 Acknowledge Receipt of this Addendum on the Response form (Appendix B)

\$1,800.00 per day for each and every calendar day, including Sundays and Holidays, starting on this day until the date the Work obtains Substantial Completion.

If the Company fails to obtain JEA's Acceptance of the Work on or before ~~30~~ **510** days after the date of Notice to Proceed, the Company shall pay JEA the sum of \$1,000.00 per day for each and every calendar day, including Sundays and Holidays, starting on the day the Work was deemed by JEA to be Substantially Complete until the date the Work is Accepted by JEA.

Liquidated Damages are capped at a maximum of ten percent (10%) of the Contract Price.

The Company understands and agrees that said daily sum is to be paid not as a penalty, but as compensation to JEA as a fixed and reasonable amount for damages and losses that JEA will suffer because of such default, whether through increased administrative and engineering costs, interference with JEA's normal operations, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Liquidated Damages may, at JEA's sole discretion, be deducted from any monies held by JEA that are otherwise payable to Company.

The Company's responsibility for Liquidated Damages shall in no way relieve the Company of any other obligations under the Contract.