



Building Community®

Procurement Department Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

June 22, 2020

ADDENDUM NUMBER: One (1)

TITLE: Twin Creeks Reclaimed Water Re-Pump Station Improvements - Phase II

JEA IFB NUMBER: 064-20

BID DUE DATE: July 21, 2020

TIME OF RECEIPT: 12:00 PM

TIME OF OPENING: 2:00 PM

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

JEA is revising the project length and Liquidated Damages (Section 2.5.3.) to:

2.5.3. LIQUIDATED DAMAGES UNTIL ACCEPTANCE

If the Company fails to obtain Substantial Completion on or before 360 days after 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 this day until the date the Work is Substantially Completed.

If the Company fails to obtain JEA's Acceptance of the Work on or before 390 days after date of Notice to Proceed, the Company shall pay JEA the sum of \$1,500.00 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. However, if the amount of Liquidated Damages incurred by the Company is 5% or less than the Contract Price, the Company will not be imputed with Liquidated Damages but will pay such amount to JEA as an administrative charge (the "Administrative Charge").

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 liquidated damages for 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.

GENERAL CLARIFICATIONS AND QUESTIONS FROM BIDDERS:

1. Question:

What is the Engineer/Project/Budget Estimate?

Answer:

The Budget Estimate is approximately \$4,800,000.00.

Acknowledge Receipt of this Addendum on the Bid Form.