

ADDENDUM NO. 3
WATER SYSTEM IMPROVEMENTS
CONTRACT 16-04
HDD WATER LINE RIVER CROSSINGS
JACKSON ENERGY AUTHORITY
JACKSON, TENNESSEE
WAUFORD PROJECT NO. 3590
JEA WORK ORDER NO. 1700553
CDBG DISASTER PROJECT NO. 54299

Date of Addendum: Friday, November 30, 2018

Bid Opening: Wednesday, December 5, 2018, 2:00 P.M. Local Time

1. Detailed Specifications, Section 1. General Scope and Special Provisions, Paragraph 34. Traffic Control Plan, Page DS 1-10:

Insert the following paragraph at the end of this Section:

“34. Traffic Control Plan

When work is conducted within the right-of-way of transportation agencies or city or county roadways, the Contractor shall provide temporary traffic control (TTC) in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). TTC devices shall include but shall not be limited to signs, barricades, flagmen and channelization devices. The Contractor shall provide TTC for all roadway users including motorists, bicyclists and pedestrians. All TTC shall be in accordance with the Americans with Disabilities Act of 1990, Title II, Paragraph 35.130.”

2. Detailed Specifications, Section 4. Water Lines and Appurtenances, Paragraph 3. Pipeline Materials for Water Lines, Page DS 4-2:

Modify this paragraph as shown.

“3. Pipeline Materials for Water Lines

a. General

The pipe for underground water lines installed by open-cut methods shall be Class 350 ductile iron water pipe with standard gasketed joints unless otherwise noted. The pipe for underground water lines installed by horizontal directional

drilling methods shall be Class 350 restrained joint ductile iron water pipe.

b. Ductile Iron Pipe

(1) Materials, Manufacture and Joints

Ductile iron pipe shall be centrifugally cast, manufactured and tested in accordance with the ANSI/AWWA Standard C150/A21.50-02 for Ductile Cast Iron, Grade 60-42-10. The nominal wall thickness for each pipe size and Pressure Class shall be as follows:

<u>Size</u>	<u>Pressure Class</u>	<u>Wall Thickness (Inches)</u>
16-inch	350	0.34

The pipe shall be manufactured and tested in accordance with the requirements of ANSI Specification A21.51.

Pipe shall be push-on type joint incorporating a single molded rubber ring gasket unless otherwise indicated. The exterior of ductile iron pipe shall be zinc coated in accordance with ISO 8179-1 Ductile Iron Pipes – External Zinc based Coating – Part I Metal Zinc with Finishing Layer at a rate not less than 200 g/m². The pipe interior shall be cement lined in accordance with ANSI Specification A21.4.

(2) Joint Lengths and Joint Deflection (Open-Cut)

Standard joint length shall be 20 feet; however, shorter lengths may be used in order to achieve the alignment or grade required. The maximum allowable joint deflection for DIP pipe is 3.75 degrees (regardless of the layout shown on the Plans); in order to achieve the alignment or grade, shorter lengths or extra fittings will be required. The maximum joint deflection will be strictly enforced. Bending of the pipe will not be allowed.

(3) Ductile Iron Fittings

All fittings for ductile iron pipe shall be Class 350 mechanical joint single gasket ductile iron conforming to ANSI/AWWA C153/A21.53 and shall meet the current requirements for the manufacturer's standards. Fittings shown on the Plans are intended to convey the general configuration, but the Contractor shall furnish all fittings required.

Each fitting shall be certified by the manufacturer to have been tested and to have met the requirements of the governing standard specifications.

All fittings shall use thrust restraint devices in lieu of the standard glands. Thrust restraint devices shall be Series 1100 Megalug as manufactured by EBAA Iron, Inc. or approved equal.

All fittings shall be furnished with interior and exterior coatings to match those specified for the pipe.

(4) Pipe Bedding and Backfill

See Paragraphs 7 and 10 of this Section of these Detailed Specifications.

(5) Testing

See Paragraph 21 of Section 2 of these Detailed Specifications.

(6) Markings

Each length of pipe and fittings shall have the following information plainly marked on the pipe's exterior:

- a. Nominal Size
- b. Class
- c. Manufacturer
- d. Independent Testing Laboratory Stamp
- e. Quality Control Code
- f. NSF (National Sanitation Foundation) Standard 61 Stamp Seal of Approval

(7) Restrained Joint Pipe

Ductile iron pipe with restrained joints shall be Class 350 and conform to the latest revisions of ANSI Specification A21.10, A21.11 and A21.51. The pipe shall be installed where shown on the Plans or directed by the Engineer and shall be American Flex-Ring or approved equal.”

3. Detailed Specifications, Section 4. Water Lines and Appurtenances, Paragraph 21. Connection to Existing Facilities, Page DS 4-16:

Insert the following paragraph at the end of this Section.

“21. Connection to Existing Facilities

Prior to connecting to existing water lines, the Contractor shall submit a work plan for each connection describing the following at a minimum:

1. Traffic Control
2. Outside diameter of existing pipe
3. List of all fittings including sleeves required for the connection
4. Description of pre-assembled pipe, valve and fittings
5. Description of proposed work tasks including estimate time of each task

The Owner is responsible for operating their existing system valves. The Contractor shall be aware that the water line along Airways Boulevard can be shut down for a maximum of 12 hours day or night and the water line along South Highland can be shut down for six hours (daytime hours) and eight hours (nighttime hours). Only one connection to existing water lines can be made at a time unless otherwise authorized by the Owner.”

4. Detailed Specifications, Section 5. Installation of Water Pipelines by Horizontal Directional Drilling Methods, Paragraph 3, Alignments and Grade, Page DS 5-2:

Modify this paragraph as shown.

“3. Alignments and Grades

Unless otherwise approved by the Engineer, alignments and grades for pipelines installed by HDD methods shall conform to those depicted on the accompanying Drawings. ***The Contractor affirms by submission***

of his bid that he can install the pipe as depicted. If variances to the alignment depicted at the Plans are granted to the Contractor, no additional payment will be made for said variances.

At all times during the pilot bore, the Contractor shall provide and maintain a bore tracking system that is capable of accurately locating the position of the drill head in the x, y, and z axes. Calibrate the tracking and locating equipment to the ground surface from tracking data not exceeding a minimum of once per length of each drill steel.

Deviations between the recorded and design bore paths shall be calculated and reported on the daily log. Prevent deviations that result in abrupt changes in elevation or create highpoints or sags in the profile.

The Contractor shall maintain and provide to the Engineer access to the data generated by the tracking and locating system in a form suitable for independent calculation and verification. The Contractor shall furnish "as built" horizontal coordinates and elevations."

5. Detailed Specifications, Section 6. Basis of Payment:

Replace Section 6 with the attached revised Section 6.

6. BID FORM:

Replace the BID FORM with the attached BID FORM.

7. Plans, Sheets 2 and 4:

Modify Construction Note No. 5 to read as follows:

"Connection to existing water lines shall comply with the requirements of Paragraph 21. Connection to Existing Facilities of Section 4 of the Detailed Specifications."

J. R. WAUFORD & COMPANY,
CONSULTING ENGINEERS, INC.



J. Gregory Davenport, P.E.
Tennessee License No. 104881

SECTION 6

BASIS OF PAYMENT

1. General

The Contractor shall furnish all necessary tools, labor, machinery, apparatus, materials, equipment, service and other necessary supplies and do all work including all excavation and backfilling at the unit or lump sum prices for the items listed in the BID FORM. ROCK EXCAVATION AND BEDDING AS SHOWN ON THE PLANS ARE NOT SEPARATE PAY ITEMS.

These items refer to and are the same items listed in the BID FORM and constitute all of the pay items. Any other items of work listed in these Detailed Specifications or shown on the Plans shall be considered incidental to the following items.

2. Water Lines (Open-Cut)

The water lines will be paid for at the contract unit price per linear foot for sizes and materials shown in the BID FORM, complete in place, including pipe, fittings, trenching, rock excavation, installation, removal of water and all incidentals thereto, including backfill. The quantity of water line to be paid for shall be the length of pipe measured along the centerline of the completed pipeline without deducting the lengths of tees, fittings, valves, air release valves or blow-offs. ROCK EXCAVATION AND CRUSHED STONE FOR PIPE BEDDING IN ROCK ARE INCLUDED IN THIS ITEM AND ARE NOT SEPARATE PAY ITEMS.

3. Water Lines (Horizontal Directional Drilled)

Payment for installing water lines using horizontal directional drilling methods including furnishing and installing all pipe and appurtenances of the sizes and at the locations shown on the Plans shall be made at the contract lump sum price as shown in the BID FORM, complete in place, including all materials, labor, machinery and incidentals. No additional payment will be made for quantities above those indicated on the **Plans and no partial payment will be made until the water line is installed, tested and accepted by the Engineer.**

4. Connection to Existing Water Lines

Payment for making connections including furnishing and installing all fittings, pipe and appurtenances of the sizes and at the locations shown on the Plans shall be made at the contract unit price as shown in the BID FORM, complete in place. Where connections to existing facilities are not indicated in the BID FORM, no additional payment will be made.

5. Gate Valve Assemblies

Payment for furnishing and installing resilient gate valves and boxes including 2'-0" square by 6-inch thick concrete pad and setting a cast aluminum plaque of the sizes shown in the BID FORM in the water lines will be made at the contract unit price each, complete in place.

6. Fire Hydrants

Payment for furnishing and installing new fire hydrants will be at the contract unit price each shown in the BID FORM, complete in place, including the hydrant, any barrel extensions required, the 6-inch gate valve assembly, the main line tee, and up to 20 L.F. of 6-inch Class 350 DIP and other appurtenances as specified and/or shown on the Plans.

7. Undercutting of Trench and Stone for Undercutting

Where undercutting and stone refill of the trench is directed by the Engineer, the crushed stone used to bring the trench back to grade will be paid for at the contract unit price per cubic yard as shown in the BID FORM. The quantity will be computed from a plane 6 inches below the invert of the pipe to the bottom of the ordered extra excavation using the actual ditch width but not exceeding the maximum width allowed by these Detailed Specifications. Excavation of undercutting is NOT a separate pay item. The Contractor will furnish the Engineer a duplicate weigh slip for all such undercutting material delivered to the job for records as a check on computations.

8. Class "C" Concrete for Kickers, Anchors and Encasements

Class "C" concrete for kickers, anchors, and encasements will be paid for at the contract unit price per cubic yard, shown in the BID FORM, complete in place. The price of any necessary bolts, strips or other metal fittings shall be included in the cost of the concrete.

9. Removal and Replacement of Concrete Sidewalks, Driveways, and Paved Ditches

Where removal and replacement of concrete sidewalks, driveways and paved ditches are necessary for installation of new service or main line, the concrete used to replace the removed section will be Class "A" (no fly-ash) and will be paid for at the contract unit price per square yard as shown in the BID FORM, including concrete and any reinforcing steel required. The quantity will be computed using either the actual ditch width or the maximum specified width of the ditch, whichever is smaller. The maximum specified ditch width is the nominal diameter of the pipe plus 18 inches. Any additional trench width will be considered over-breakage and will be paid for at the Contractor's expense.

10. Crushed Stone for Traffic Bound Surfacing, Base Course and/or Backfill Where Required by Tennessee Department of Transportation or Directed by the Engineer

Where directed by the Engineer, crushed stone backfill above the water line pipe bedding as shown on the Plans or specified hereinbefore will be paid for at the contract unit price per theoretical cubic yard of material furnished and placed, and mechanically tamped in 6-inch layers, as shown in the BID FORM. The theoretical quantity will be computed from the top of the bedding, as shown on the Plans for the type of pipe materials used, to the completed surface using either the actual ditch width or the maximum specified width of the ditch, whichever is smaller. The specified trench width is the nominal diameter of pipe plus 18 inches. ANY ADDITIONAL TRENCH WIDTH WILL BE CONSIDERED OVER-BREAKAGE AND WILL BE BACKFILLED AT THE CONTRACTOR'S OWN EXPENSE.

11. Asphaltic Concrete Pavement (Hot Mix)

Asphaltic concrete pavement will be paid for at the contract unit price shown in the BID FORM per cubic yard complete in place, including primer. Payment will be for the actual amount of surfacing accomplished as determined by measurement except that no payment will be made for that portion of a patch which exceeds five (5) feet in width (30 inches on each side of pipe centerline). The Contractor shall replace all other damaged pavement at his own expense.

12. Rip-Rap

Rip-rap, hand placed, where shown on the Plans or directed by the Engineer, shall be paid for at the contract unit price per square yard, complete in place as shown in the BID FORM.

13. Temporary Silt Fence

Temporary silt fence with hay or straw bales installed as shown on the Plans or as directed by the Engineer shall be paid for, complete in place, at the contract unit price shown in the BID FORM per linear foot, including removal of the temporary silt fence and hay or straw bales within the one-year warranty period and at the direction of the Engineer.

14. **Flowable Fill**

Flowable fill shall be paid for at the contract unit price per cubic yard where directed by the Engineer under paved surfaces of State Highways, complete in place as shown in the BID FORM.

BID FORM

- | | |
|-----------------------------|--------------------------|
| An Individual | <input type="checkbox"/> |
| A Partnership | <input type="checkbox"/> |
| A Corporation | <input type="checkbox"/> |
| A Limited Liability Company | <input type="checkbox"/> |

Date _____

1. BID for construction of Water System Improvements for the Jackson Energy Authority, Madison County, Tennessee as Owner.

TO THE JACKSON ENERGY AUTHORITY:

I /
WE _____
Name of Bidder

Address of Bidder

The undersigned, as Bidder, proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, in strict accordance with the terms and conditions of the Detailed Specifications, Contract Documents and the Plans hereto attached and referred to herein for the construction of Water System Improvements, Contract 16-04 – HDD Water Line River Crossings, and do such other work incidental thereto as may be ordered by the Engineer, at the unit or lump sum prices listed herein.

2. The Bidder declares that he has examined the sites of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done; that he has examined these Detailed Specifications and Contract Documents for the work and has read all addenda furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed. The Bidder further declares that he understands the unit price work is subject to increase or decrease, and that should the scope of any of the items of work be changed materially, the undersigned proposes to do the additional work using the unit prices set out herein. Should the quantities be decreased the undersigned will make no claim for anticipated profits.
3. The Bidder is required to fill in all blank spaces in the BID FORM for all Schedules. Failure to fill in all blank spaces for unit or lump sum prices in both words and figures may be grounds for declaring a bid irregular.

BID FORM

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4. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with JEA in the form included in the bidding documents to perform all work as specified or indicated in the bidding documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the bidding documents.
5. Bidder accepts all of the terms and conditions of the Instructions to Bidder including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of JEA.
6. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
7. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the site; the Bidding Documents; [and the Site-related reports and drawings identified in the Bidding Documents,] on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
8. The Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
9. Bidder has given JEA written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by JEA is acceptable to Bidder.
10. The bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
11. Bidder certifies that:
 - a. If required by the State of Tennessee, Bidder is a licensed Contractor with a classification of MU or MU-A or MU-B (water, wastewater or gas), in accordance with the laws of the State of Tennessee, commonly known as "Contractors' Licensing Act of 1994" and all amendments thereto that are in effect on bid receipt date, and Bidder

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will maintain his license in force and effect during the life of the contract including the guarantee period;

- b. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- c. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- d. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- e. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - (1) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - (2) “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of JEA, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive JEA of the benefits of free and open competition;
 - (3) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of JEA, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - (4) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

12. CONTRACT 16-04 – HDD WATER LINE RIVER CROSSINGS

ITEM NUMBER	APPROXIMATE QUANTITY	DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
1.	Lump Sum	Mobilization of Equipment, Bonds and Insurance (cannot exceed 8 percent of bid total) For _____ _____ Dollars _____ Cents, lump sum		\$ _____
2.	Lump Sum	Connection No. 1, connect new 16-inch water line "W-1" to existing 16-inch water line at Station 0+00, including 16-inch tee and cutting in sleeve, and 16-inch gate valve, complete in place, as shown on the Plans For _____ _____ Dollars _____ Cents, lump sum		\$ _____
3.	Lump Sum	Connection No. 2, connect new 16-inch water line "W-1" to existing 16-inch water line at Station 7+14, including 16-inch tee and cutting in sleeve, and 16-inch gate valve, complete in place, as shown on the Plans For _____ _____ Dollars _____ Cents, lump sum		\$ _____

12. CONTRACT 16-04 – HDD WATER LINE RIVER CROSSINGS (cont'd)

ITEM NUMBER	APPROXIMATE QUANTITY	DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
4.	Lump Sum	Connection No. 3, connect new 16-inch water line "W-2" to existing 16-inch water line at Station 0+00, including 16-inch tee and cutting in sleeve, and 16-inch gate valve, complete in place, as shown on the Plans For _____ _____ Dollars _____ Cents, lump sum		\$ _____
5.	Lump Sum	Connection No. 4, connect new 16-inch water line "W-2" to existing 16-inch water line at Station 15+05, including 16-inch tee and cutting in sleeve, and 16-inch gate valve, complete in place, as shown on the Plans For _____ _____ Dollars _____ Cents, lump sum		\$ _____
6.	Lump Sum	Install 664± L.F. of 16-inch Restrained Joint Ductile Iron Pipe using Horizontal Directional Drilling Methods parallel to Airways Blvd. including installation materials, insertion pits, and appurtenances, complete in place as shown on the Plans and specified For _____ _____ Dollars _____ Cents, per lump sum		\$ _____

12. CONTRACT 16-04 – HDD WATER LINE RIVER CROSSINGS (cont'd)

ITEM NUMBER	APPROXIMATE QUANTITY	DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
7.	Lump Sum	Install 1,106± L.F. of 16-inch Restrained Joint Ductile Iron Pipe using Horizontal Directional Drilling Methods parallel to South Highland Avenue including installation materials, insertion pits, and appurtenances, complete in place as shown on the Plans and specified For _____ _____ Dollars _____ Cents, per lump sum		\$ _____
8.	449 L.F.	16-inch DIP water line installed by open-cut methods, complete in place, including fittings, excavation and all bedding materials For _____ _____ Dollars _____ Cents, per linear foot	\$ _____	\$ _____
9.	2 Each	Fire Hydrants complete as shown in the Detail on the Plans including main line tee, 6-inch gate valve assembly, and up to 20 L.F. of 6-inch Class 350 DIP (TDOT No.57 crushed stone and Class "C" concrete kickers will be paid for at unit price), complete in place For _____ _____ Dollars _____ Cents, per each	\$ _____	\$ _____

12. CONTRACT 16-04 – HDD WATER LINE RIVER CROSSINGS (cont'd)

ITEM NUMBER	APPROXIMATE QUANTITY	DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
10.	50 C.Y.	Undercutting of trench and crushed stone for backfill where directed by the Engineer For _____ _____ Dollars _____ Cents, per cubic yard	\$ _____	\$ _____
11.	10 C.Y.	Class "C" Concrete for Kickers, Anchors, and Encasements For _____ _____ Dollars _____ Cents, per cubic yard	\$ _____	\$ _____
12.	50 S.Y.	Removal by saw cutting and replacement of concrete sidewalks, driveways, and paved ditches using Class "A" concrete, complete in place For _____ _____ Dollars _____ Cents, per square yard	\$ _____	\$ _____
13.	100 C.Y.	Crushed stone (TDOT No. 67) for backfill under paved areas, where directed by TDOT or directed by the Engineer For _____ _____ Dollars _____ Cents, per cubic yard	\$ _____	\$ _____

12. CONTRACT 16-04 – HDD WATER LINE RIVER CROSSINGS (cont'd)

ITEM NUMBER	APPROXIMATE QUANTITY	DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
14.	30 C.Y.	Crushed stone TDOT Class "A" Grade D compacted for traffic bound surfacing and/or base course where water lines are constructed under existing paved surfaces and where directed by the Engineer For _____ _____ Dollars _____ Cents, per cubic yard	\$ _____	\$ _____
15.	30 C.Y.	Asphaltic concrete paving mix (hot mix) for patching streets and drives For _____ _____ Dollars _____ Cents, per cubic yard	\$ _____	\$ _____
16.	500 L.F.	Temporary silt fence as required or where directed by the Engineer, complete in place For _____ _____ Dollars _____ Cents, per linear foot	\$ _____	\$ _____
17.	50 S.Y.	Rip-rap, hand placed, where shown on the Plans or directed by the Engineer For _____ _____ Dollars _____ Cents, per square yard	\$ _____	\$ _____

12. CONTRACT 16-04 – HDD WATER LINE RIVER CROSSINGS (cont'd)

ITEM NUMBER	APPROXIMATE QUANTITY	DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
18.	60 C.Y.	Flowable fill used as backfill in State highways For _____		
		Dollars _____		
		Cents, per cubic yard	\$ _____	\$ _____
		TOTAL BID AMOUNT, ITEMS 1 – 18	\$ _____	

12. CONTRACT 16-04 – HDD WATER LINE RIVER CROSSINGS (cont'd)

Deductive Alternate No. 1

4. ***Deduct from bid Item No. 4 for deleting the exterior zinc coating for the 16-inch DIP and substituting the Manufacturer's standard exterior asphalt tar coating.*** \$ _____

5. ***Deduct from bid Item No. 5 for deleting the exterior zinc coating for the 16-inch DIP and substituting the Manufacturer's standard exterior asphalt tar coating.*** \$ _____

Total Deductive Alternate No. 1: \$ _____

13. Time of Commencement and Completion

The Bidder further proposes and agrees hereby to commence the work with adequate force and equipment on a date to be specified in a written order of the Engineer, and complete all work within the calendar days shown:

The Contractor is allowed one hundred twenty (120) calendar days to complete all work under this contract.

14. Liquidated Damages

The Bidder further understands that if the work is not completed within the time specified, that any additional engineering and resident construction observation costs incurred by the Owner due to the Contractor exceeding the time allowed for completion plus other damages, including the revenue lost from the project's water customers, will be deducted on a per calendar day basis from the compensation otherwise due him in accordance with the General Conditions for each day thereafter, Sundays and holidays included, that work remains uncompleted.

The following sum is agreed by the parties to be liquidated damages:

One Thousand (\$1,000.00) Dollars per calendar day

15. Time Limit for Execution of Documents

The undersigned further agrees that, in case of failure on his part to execute the Contract and the Bond(s) in the six (6) counterparts within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond accompanying this bid and the monies payable thereon shall be paid into the funds of the Jackson Energy Authority as liquidated damages for such failure; otherwise the check or bid bond accompanying this BID FORM shall be returned to the undersigned.

16. Bid Guaranty

Attached hereto is a certified check on the _____
Bank of _____ or a Bid Bond on the form
provided for the sum of 5% of Bid Dollars (\$_____) made payable to
the Jackson Energy Authority to insure that the Contractor will enter into the
Construction Contract and Contract Bond.

17. Drug-Free Workplace Affidavit

The Drug-Free Workplace Affidavit which follows must be satisfactorily completed in order for the bid to be considered.

18. Illegal Immigrants

The Compliance Certificate relative to Illegal Immigrants which follows must be satisfactorily completed in order for the bid to be considered.

19. Iran Divestment Act

The Statement of Compliance relative to the Iran Divestment Act which follows must be satisfactorily completed in order for the bid to be considered.

20. Interested Parties

The undersigned, as Bidder, hereby declares that the only person or persons interested in the BID FORM as principal or principals is or are named herein, and that no other person herein mentioned has any interest in this BID FORM or in the Contract to be entered into; that this BID FORM is made without connection with any other person, company, or parties making a bid or proposal and that it is in all respects fair and in good faith without collusion or fraud.

NAME

ADDRESS

21. Addenda

I hereby certify that I have received, read and examined the following numbered Addenda: _____, _____, _____, _____, _____, _____, _____.

BID FORM
3590 – August 2018

BY: _____
Name of Bidder

Address of Bidder

Signature of Authorized Representative

Title

ATTEST (For Corporations)

(Name)

Title
