

Addendum #1

INVITATION FOR BIDS



DRAINAGE IMPROVEMENT TO HUNTINGTON HEIGHTS – PHASE II

IFB #2010-6277-2011

May 5, 2010

City of Newport News

Office of the Purchasing Director

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8042/ Fax: (757) 926-8038

<http://www.nngov.com/purchasing>

Please note the following changes:

In the CONDITIONS AND INSTRUCTIONS on Pages C & I - 1, section 43. Liquidated Damages and C & I – 8, Section 44, Permits shall be replaced with the attached 43. Liquidated Damages and 44. Permits.

Bid Due: May 18, 2010, at 3:00 p.m.

Acknowledge and return with bid.

Company Name: _____

Signature: _____ Date: _____

43. Liquidated Damages: TIME IS OF THE ESSENCE ON THIS CONTRACT. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work, the Contractor shall pay to the City, or have withheld from monies due it, the sum of **\$1,000.00 per day.**

Execution of the contract under these specifications shall constitute agreement by the City and Contractor that this amount per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

Permitting the Contractor to continue and finish the work or any part thereof after the contract time or adjusted contract time, as pertinent, has expired shall in no way operate as a waiver on the part of the City or any of its rights under the contract.

Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to carry out the terms of the contract, it being the intent of the parties that said liquidated damages be full and complete payment only for failure of the Contractor to complete the work on time.

44. Permits, Contractor shall be responsible for furnishing all necessary permits as required by the City Newport News prior to start of construction. Proof of approved final inspections shall be required before final payment is made. The Contractor is required to obtain and pay for all necessary permits along with required bonds and insurance. A minimum \$5,000.00 bond for Right-of-Way permits and a minimum \$2,000.00 for land disturbing permits (based on area disturbed). These bonds are in addition to any bid bond and performance bond required as part of the bid. Contractor shall also be responsible to obtain and pay for any required permits for disposal or from other State agencies. The project signs, right-of way permit, land disturbing permit, etc. and associated bonds shall also be included in this bid price.