



OFFICE OF COUNTY PURCHASING

Ramona Womack
Purchasing Director

August 12, 2013

BID 2013-411-A
ADDENDUM NO. 1

The following clarifications, corrections, additions, deletions, revisions, modifications and/or changes shall be made to **COMAL COUNTY BID #2013-411-A AUTOMATED LOW WATER CROSSING SIGNS** and considered hereinafter to be part of the contract documents.

1. Remove and Replace Section 200, Bid Form with Section 200 Bid Form REVISED, attached hereto and incorporated by reference.

A signed copy of this Addendum must be included with the Bid response.

Addendum No. 1 Acknowledged by:

Name

Date

Company

End of Addendum No. 1

Bidding Requirements, Contract Forms & Conditions of the Contract
Bid Form-REVISED **Section 200**

The undersigned, in compliance with your invitation for bids for construction of the following Project:

Installation of Automated Flood Warning System for Low Water Crossings

for the County of Comal, Texas, having examined the Bid Documents 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 perform all Work required for construction of the Project in accordance with the Bid Documents and Addenda within the time indicated for the following prices of:

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
1	1	EA	RIVER ROAD AT BLEIDER'S CREEK (PEDESTAL POLE MASTER)	\$ _____	\$ _____
1A	1	EA	RIVER ROAD AT BLEIDER'S CREEK (WOOD POLE MASTER)	\$ _____	\$ _____
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2	1	EA	HUECO SPRINGS LOOP AT ELM CREEK (PEDESTAL POLE MASTER)	\$ _____	\$ _____
2A	1	EA	HUECO SPRINGS LOOP AT ELM CREEK (WOOD POLE MASTER)	\$ _____	\$ _____
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3	1	EA	ALTGELT LANE AT DRY COMAL CREEK (PEDESTAL POLE MASTER)	\$ _____	\$ _____
3A	1	EA	ALTGELT LANE AT DRY COMAL CREEK (WOOD POLE MASTER)	\$ _____	\$ _____
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4	1	EA	OBST ROAD AT CIBOLO CREEK	\$ _____	\$ _____
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5	1	EA	BULVERDE ROAD AT CIBOLO CREEK	\$ _____	\$ _____
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6	1	EA	LOWER SMITHSON VALLEY ROAD AT CIBOLO CREEK	\$ _____	\$ _____

TOTAL BASE BID: \$ _____

TOTAL BASE BID (ALTERNATE): \$ _____

BID GUARANTY: Enclosed with this Bid is a bid guaranty meeting the requirements established in Section 200, 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 (90) 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 100, 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 ten (10) calendar days after notice of award, or any mutually agreed extension of that period.

TIME OF COMPLETION: The undersigned bidder agrees to commence work within ten (10) calendar days after written notice as specified in a written "Notice to Proceed" to be issued by the OWNER and to **finally** complete construction of the improvements, as required by the Bid Documents and Addenda for the Work within ninety (90) **Calendar** days after the date of the written "Notice to Proceed." The bidder further agrees that should the bidder fail to **finally** 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.

LIQUIDATED DAMAGES: The bidder understands and agrees that the timely completion of the described Work is of the essence. The bidder and the OWNER agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the **Final** completion date as established by the first sentence of the above paragraph, "Time of Completion", the bidder shall pay the amount of one hundred dollars (\$100) 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 payment due to the bidder. 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 Bid 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 bidders).

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated _____ Received _____
Addendum No. 2 dated _____ Received _____
Addendum No. 3 dated _____ Received _____

Secretary, *if bidder is a Corporation

(Seal)

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.

End

Bidder

Authorized Signature

Title

Date

Address

Telephone Number / FAX Number