



City of Lynchburg  
Procurement Division  
900 Church Street  
Lynchburg, Virginia 24504  
Telephone No.: (434) 455-3970  
Fax No.: (434) 845-0711

**Addendum for Bid  
Blackwater Creek Retaining Wall  
Project No. TO162 and 09046-M**

**Date:** March 21, 2014

**From:** *Florence Randolph, Purchasing Technician*

**RE: Addendum No. 2**

**Bid No.: 14-898**

**NOTE:** This addendum must be signed and returned with the original package.

**Instructions to the Bidders:** This addendum forms a part of the bidding documents. Acknowledge receipt of this addendum in the space provided on the bid form. Failure to do so may subject the bidder to disqualification.

**The following items are in response to questions generated in regards to the above solicitation; please amend the bid/proposal as follows.**

**CONSTRUCTION AGREEMENT - Page 13 and 14 (Revised attachment)**

**LIQUIDATED DAMAGES:**

" The liquidated damages for this project **shall** be **\$750** per day instead of \$250 per day due to the extreme importance of finishing within the allotted 60 days to allow the commence of another high profile project in the same area. "

**READ TERMS AND CONDITIONS AND SIGN**

In compliance with the above Invitation for Bid, and subject to all the conditions hereof, the undersigned offers and agrees to comply with any or all of the terms and conditions contained herein, or as mutually agreed upon by subsequent negotiations. **This form shall become part of the final file.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONSTRUCTION AGREEMENT**  
**Revised Addendum #2 (3/21/2014)**

This Construction Agreement (the "Contract") made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between \_\_\_\_\_, party of the first part, hereinafter referred to as Contractor, and the City of Lynchburg, a municipal corporation of the Commonwealth of Virginia, party of the second part, hereinafter referred to as the Owner or City.

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor shall furnish all labor, materials, tools, and equipment and perform all Work required by the Contract Documents (as defined in the General Conditions hereto) for the Blackwater Creek Retaining Wall.

2. That the Contractor shall commence Work within ten (10) days after Notice to Contractor to Proceed with the Work under Contract ("Notice to Proceed"), and shall substantially complete the Work within **60 calander days**. Owner and Contractor recognize that time is of the essence of this Contract and that the Owner will suffer financial loss if the Work is not completed within the times specified in the Notice to Proceed, plus any extensions thereof. They also recognize the delays, expense and difficulties involved in providing the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for certain losses Owner is expected to suffer due to delay (but not as a penalty) Contractor shall pay **\$750.00** for each day that expires after the time specified for completion. If the Contractor is subject to liquidated damages, the City has the right, but not the obligation, to withhold the liquidated damages from the Contractor's regular payments or retainage. Rights and obligations relating to these liquidated damages are set out more fully in the General Conditions.

3. The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract in accordance with the Contract Documents, subject to additions and deductions as provided in the Contract Documents, in lawful money of the United States, as follows:

\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_)

4. The Owner shall make partial payment on a monthly basis to the Contractor in accordance with the Contract Documents on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, less five percent (5%) of the amount of such estimate which may be retained by the Owner until all Work has been performed strictly in accordance with the Contract Documents and until such Work has been accepted by the Owner.

5. Within ninety (90) days after submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, satisfaction of all the requirements of the Contract Documents, and acceptance of such Work by the Owner, final payment on account of this Contract shall be made.

6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract, the performance bond provided for its faithful performance and the payment bond, the Owner shall deem the surety or sureties upon such bonds or either of them to be unsatisfactory, or if for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his own sole expense, within five (5) days after the receipt of Notice from the Owner so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Owner.

7. Contractor agrees to fulfill all requirements of state, Federal, and municipal laws which may be applicable to this project.

8. This Contract is subject to the General Conditions accompanying it, and all the documents defined by the General Conditions to be the Contract Documents are a part of this Contract.

This Contract is executed in two counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

IN WITNESS WHEREOF, \_\_\_\_\_

has caused its name to be subscribed to this Contract by \_\_\_\_\_, its

\_\_\_\_\_, and its corporate seal to be hereunto affixed and attested by

\_\_\_\_\_, its \_\_\_\_\_, said officers being duly authorized therefore; and the City of Lynchburg has caused its name to be hereunto subscribed by L. Kimball Payne, City Manager, and its corporate seal to be hereunto affixed and attested by Valeria Chambers, its Clerk of Council, said officers being duly authorized therefore, all as to the day and year first above written.

CONTRACTOR

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
ATTEST:

CITY OF LYNCHBURG

(SEAL)

BY: \_\_\_\_\_

City Manager

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Clerk of Council