Addendum No.1 ITB No. 17-021 – 2017 Road Resurfacing

SUPPLEMENTAL INFORMATION ADDENDUM NO. 1

PROJECT: ITB No. 17-021

2017 Road Resurfacing

CONTACT: Fiona Charleton, Purchasing Agent

912-754-2159 fcharleton@effinghamcounty.org

DATE ISSUED: April 3, 2017

ITB No. 17-021 dated February, 2017 is hereby amended as noted herein: BIDDER TO ACKNOWLEDGE RECEIPT OF ADDENDUM BY SIGNING ON THE SIGNATURE LINE BELOW AND INCLUDING A COPY WITH SUBMITTED BID. FAILURE TO DO SO MAY, AT THE OWNER'S DISCRETION, SUBJECT THE BIDDER TO DISQUALIFICATION

- QUESTION: Several roads have grading per mile items but no grassing items do these roads require grassing? If so, please add items.
 ANSWER: Grassing line items have been added to all roadways with the exception of
 - ANSWER: Grassing line items have been added to all roadways with the exception of roads in Shadowbrook subdivision. Updated bid form and contract attached.
- 2) QUESTION: Is it possible that portions of the work may be awarded to separate contractors or does the County intend to only make one award? Either way, there is not place on the bid form to write in the "Grand Total."
 - <u>ANSWER:</u> The County intends to make only one award of contract. A "Grand Total" line has been added after the individual roadway bids. Updated bid form and contract attached.
- 3) QUESTION: If rail insurance &/or flaggers will be required for any of this work, please provide rail information so that accurate coverage can be included in our bid.

 ANSWER: You will need to coordinate with CSX Railroad for the Stillwell Road crossing to determine their insurance and/or flagging requirements.
- 4) QUESTION: The bid bond page does not include a place to sign for the surety company. Is it acceptable for the surety to add the necessary lines for them to sign?

 ANSWER: Yes.

END OF QUESTIONS

Addendum No.1 ITB No. 17-021 – 2017 Road Resurfacing

ADDITIONAL CHANGES:

Completion date extended

The completion date for the contract shall be 180 days from the date of the NOTICE TO PROCEED

By signing this addendum, contractor acknowledges the following:

The work to be performed on all roads in Shadowbrook Subdivision shall not commence until after repairs which are being made by others, have occurred. The County will notify the awarded contractor when those repairs have been finalized.

All other terms and conditions in ITB No. 17-021 remain unchanged.

Effingham County reserves the right to reject any and all proposals, to waive any technicalities or irregularities and to award the offer based upon the most responsive, responsible submission.

ITB No. 17-021 – 2017 Road Resurfacing **BID FORM**

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Effingham County Board of Commissioners

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner 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.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, 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 Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. 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; and the Bidding Documents, with respect to the effect of such information, observations, and 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.
- E. Based on the information and observations referred to in Paragraph 3.01.D above, 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.

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- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- H. 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.

ARTICLE 4 - BIDDER'S CERTIFICATION

Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid:
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 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 Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner 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 Owner, 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.

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ARTICLE 5 - BASIS OF BID

FOXBOW DRIVE						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
150-1000	TRAFFIC CONTROL	LS	1	\$	\$	
210-0200	GRADING PER MILE	LM	0.69	\$	\$	
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	150	\$	\$	
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	750	\$	\$	
413-1000	BITUM TACK COAT	GL	935	\$	\$	
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	7320	\$	\$	
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	22	\$	\$	
700-6910	PERMANENT GRASSING	AC	1.01	\$	\$	
	Total of all Bi	id Prices			\$	

FOXBOW CIRCLE						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
150-1000	TRAFFIC CONTROL	LS	1	\$	\$	
210-0200	GRADING PER MILE	LM	0.10	\$	\$	
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	8	\$	\$	
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	90	\$	\$	
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	415	\$	\$	
413-1000	BITUM TACK COAT	GL	515	\$	\$	
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	11	\$	\$	
700-6910	PERMANENT GRASSING	AC	0.14	\$	\$	
	Total of all Bid	l Prices			\$	

FOX COURT						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
150-1000	TRAFFIC CONTROL	LS	1	\$	\$	
210-0200	GRADING PER MILE	LM	0.07	\$	\$	
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	15	\$	\$	
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	65	\$	\$	
413-1000	BITUM TACK COAT	GL	80	\$	\$	
700-6910	PERMANENT GRASSING	AC	0.10	\$	\$	
Total of all Bid Prices						

RIDGE ROAD						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
150-1000	TRAFFIC CONTROL	LS	1	\$	\$	
210-0200	GRADING PER MILE	LM	0.35	\$	\$	
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	95	\$	\$	
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	465	\$	\$	
413-1000	BITUM TACK COAT	GL	580	\$	\$	
700-6910	PERMANENT GRASSING	AC	0.51	\$	\$	
	Total of all Bio	d Prices			\$	

	REYNARD DRIVE							
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price			
150-1000	TRAFFIC CONTROL	LS	1	\$	\$			
210-0200	GRADING PER MILE	LM	0.59	\$	\$			
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	115	\$	\$			
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	570	\$	\$			
413-1000	BITUM TACK COAT	GL	710	\$	\$			
700-6910	PERMANENT GRASSING	AC	0.86	\$	\$			
	Tota	I of all Bid Pri	ces	•	\$			

BLUFF DRIVE						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
150-1000	TRAFFIC CONTROL	LS	1	\$	\$	
210-0200	GRADING PER MILE	LM	0.68	\$	\$	
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	160	\$	\$	
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	790	\$	\$	
413-1000	BITUM TACK COAT	GL	985	\$	\$	
700-6910	PERMANENT GRASSING	AC	0.99	\$	\$	
	Total of all Bid Prices					

SQUIRREL DRIVE						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
150-1000	TRAFFIC CONTROL	LS	1	\$	\$	
210-0200	GRADING PER MILE	LM	0.16	\$	\$	
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	35	\$	\$	
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	160	\$	\$	
413-1000	BITUM TACK COAT	GL	200	\$	\$	
700-6910	PERMANENT GRASSING	AC	0.23	\$	\$	
	Total of all B	id Prices		•	\$	

RACOON DRIVE							
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
210-0200	GRADING PER MILE	LM	0.42	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	110	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	530	\$	\$		
413-1000	BITUM TACK COAT	GL	700	\$	\$		
700-6910	PERMANENT GRASSING	AC	0.61	\$	\$		
	Total of all B	id Prices			\$		

SHADOW	SHADOWBROOK SD (INCL SHADOWBROOK DRIVE, SHADOWBROOK CIRCLE, CYPRESSRIDGE RUN, AND WILLOWBROOK LANE)						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	255	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1260	\$	\$		
413-1000	BITUM TACK COAT	GL	1570	\$	\$		
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	55100	\$	\$		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	85	\$	\$		
	Total of all E	Bid Prices			\$		

	MELDRIM ROAD							
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price			
150-1000	TRAFFIC CONTROL	LS	1	\$	\$			
210-0200	GRADING PER MILE	LM	1.06	\$	\$			
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	210	\$	\$			
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1010	\$	\$			
402-3190	19 MM ASPH CONC SUPERPAVE, GP 1 OR 2, ONLY, INCL BITUM MATL & H LIME	TN	550	\$	\$			
413-1000	BITUM TACK COAT	GL	1300	\$	\$			
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	10600	\$	\$			
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	1600	\$	\$			
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	LF	4230	\$	\$			
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	15	\$	\$			
654-1001	RAISED PVMT MARKERS TP 1	EA	150	\$	\$			
700-6910	PERMANENT GRASSING	AC	0.50	\$	\$			
	Total of all B	id Prices			\$			

	VALE ROYALE DRIVE						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
210-0200	GRADING PER MILE	LM	0.45	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	105	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	515	\$	\$		
413-1000	BITUM TACK COAT	GL	645	\$	\$		
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	4725	\$	\$		
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	3115	\$	\$		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	80	\$	\$		
654-1001	RAISED PVMT MARKERS TP 1	EA	40	\$	\$		
700-6910	PERMANENT GRASSING	AC	0.65	\$	\$		
	Total of all	Bid Prices			\$		

	HAWK HAMMOCK ROAD						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
210-0200	GRADING PER MILE	LM	0.60	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	130	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	630	\$	\$		
413-1000	BITUM TACK COAT	GL	790	\$	\$		
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	6400	\$	\$		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	11	\$	\$		
700-6910	PERMANENT GRASSING	AC	0.88	\$	\$		
611-8040	ADJUST DROP INLET TO GRADE	EA	3	\$	\$		
	Total of	all Bid Pri	ces	_	\$		

	STILLWELL ROAD							
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price			
150-1000	TRAFFIC CONTROL	LS	1	\$	\$			
210-0200	GRADING PER MILE	LM	3.24	\$	\$			
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	670	\$	\$			
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	3340	\$	\$			
413-1000	BITUM TACK COAT	GL	4180	\$	\$			
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	34200	\$	\$			
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	27500	\$	\$			
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	LF	9510	\$	\$			
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	30	\$	\$			
654-1001	RAISED PVMT MARKERS TP 1	EA	490	\$	\$			
700-6910	PERMANENT GRASSING	AC	4.71	\$	\$			
652-1000	PAVEMENT MARKING, RR-HWY CROSSING SYMBOL	EA	1	\$	\$			
	Total of all Bid	Prices			\$			

JULIA COURT							
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
210-0200	GRADING PER MILE	LM	0.05	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	35	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	160	\$	\$		
413-1000	BITUM TACK COAT	GL	200	\$	\$		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	1	\$	\$		
700-6910	PERMANENT GRASSING	AC	0.07	\$	\$		
611-8040	ADJUST DROP INLET TO GRADE	EA	1	\$	\$		
	Total of a	II Bid Prices	S		\$		

TOTAL BID	
Total of all Bid Prices	\$

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

Doing business as:

- 6.01 Bidder agrees to commence work within ten (10) days after the Notice to Proceed is issued and to complete all Work within <u>180</u> calendar days after the 10 day period.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTI	CLE 7 - ATTACHMENTS TO THIS BID
7.01	The following documents are submitted with and made a condition of this Bid:
	A. Required Bid security in the form of;
	B. List of Proposed Subcontractors (Attachment G);
	C. Evidence of authority to do business in the state of the Project;
	D. Drug Free Workplace Certification (Attachment A);
	E. Promise of Non Discrimination Statement (Attachment B);
	F. Disclosure of Responsibility Statement (Attachment C);
	G. Bidders Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment H);
	H. Contractor Affidavit and Agreement (Attachment D);
	I. Subcontractor Affidavit (Attachment E);
ARTI	CLE 8 - DEFINED TERMS
8.01	The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.
ARTI	CLE 9 - BID SUBMITTAL
9.01	This Bid is submitted by:
	If Bidder is:
	An Individual
	Name (typed or printed):
	By:
	(Individual's signature)

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A Partnership Partnership Name: (Signature of general partner -- attach evidence of authority to sign) Name (typed or printed): A Corporation Corporation Name: (SEAL) State of Incorporation: Type (General Business, Professional, Service, Limited Liability):_____ (Signature -- attach evidence of authority to sign) Name (typed or printed): Title: (CORPORATE SEAL) Date of Qualification to do business in Georgia is ____/___. A Joint Venture Name of Joint Venture: First Joint Venturer Name: _____ (SEAL) (Signature of first joint venture partner -- attach evidence of authority to sign) Name (typed or printed): Second Joint Venturer Name: _____(SEAL) (Signature of second joint venture partner -- attach evidence of authority to sign) Name (typed or printed):

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Title:		
(Each joint venturer must sign. The manr corporation that is a party to the joint ven		<u>-</u>
Bidder's Business Address		
Phone No		Fax No
E-mail		_
SUBMITTED on	, 20	
State Contractor License No.		

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ITB No. 17-021 – 2017 Road Resurfacing

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT	is by and between	Effingham County	Board of Commissioners	("Owner") and
				("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Street resurfacing, restriping and shoulder repair on approximately 8.46 miles on seventeen (17) County roads as further described below.

1.01 The Project

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: ITB NUMBER 017-021 2017 ROAD RESURFACING

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by <u>Effingham County Public Works Department</u> (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 3.02 Days to Achieve Completion and Final Payment
- 3.02 The Work will be completed within 180 days after the date of the Notice to Proceed.

ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding 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 delay (but not as a penalty), Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:
 - A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

	ARTICLE 6 – FOXBOW DRIVE						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
210-0200	GRADING PER MILE	LM	0.69	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	150	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	750	\$	\$		
413-1000	BITUM TACK COAT	GL	935	\$	\$		
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	7320	\$	\$		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	22	\$	\$		
700-6910	PERMANENT GRASSING	AC	1.01	\$	\$		
	Total of all Bi	id Prices			\$		

	FOXBOW CIRCLE						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
210-0200	GRADING PER MILE	LM	0.10	\$	\$		
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	8	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	90	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	415	\$	\$		
413-1000	BITUM TACK COAT	GL	515	\$	\$		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	11	\$	\$		
700-6910	PERMANENT GRASSING	AC	0.14	\$	\$		
	Total of all Bid	Prices			\$		

FOX COURT						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
150-1000	TRAFFIC CONTROL	LS	1	\$	\$	
210-0200	GRADING PER MILE	LM	0.07	\$	\$	
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	15	\$	\$	
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	65	\$	\$	
413-1000	BITUM TACK COAT	GL	80	\$	\$	
700-6910	PERMANENT GRASSING	AC	0.10	\$	\$	
	Total of all Bid	Prices			\$	

	RIDGE ROAD						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
210-0200	GRADING PER MILE	LM	0.35	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	95	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	465	\$	\$		
413-1000	BITUM TACK COAT	GL	580	\$	\$		
700-6910	PERMANENT GRASSING	AC	0.51	\$	\$		
	Total of all Bio	d Prices			\$		

	REYNARD DRIVE						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
210-0200	GRADING PER MILE	LM	0.59	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	115	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	570	\$	\$		
413-1000	BITUM TACK COAT	GL	710	\$	\$		
700-6910	PERMANENT GRASSING	AC	0.86	\$	\$		
	Tota	I of all Bid Pri	ces		\$		

	BLUFF DRIVE						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
210-0200	GRADING PER MILE	LM	0.68	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	160	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	790	\$	\$		
413-1000	BITUM TACK COAT	GL	985	\$	\$		
700-6910	PERMANENT GRASSING	AC	0.99	\$	\$		
	Total of all Bid Prices						

	SQUIRREL DRIVE						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
210-0200	GRADING PER MILE	LM	0.16	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	35	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	160	\$	\$		
413-1000	BITUM TACK COAT	GL	200	\$	\$		
700-6910	PERMANENT GRASSING	AC	0.23	\$	\$		
	Total of all Bid Prices						

	RACOON DRIVE						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
210-0200	GRADING PER MILE	LM	0.42	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	110	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	530	\$	\$		
413-1000	BITUM TACK COAT	GL	700	\$	\$		
700-6910	PERMANENT GRASSING	AC	0.61	\$	\$		
	Total of all Bid Prices						

SHADOW	SHADOWBROOK SD (INCL SHADOWBROOK DRIVE, SHADOWBROOK CIRCLE, CYPRESSRIDGE RUN, AND WILLOWBROOK LANE)						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	255	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1260	\$	\$		
413-1000	BITUM TACK COAT	GL	1570	\$	\$		
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	55100	\$	\$		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	85	\$	\$		
	Total of all E	Total of all Bid Prices					

	MELDRIM ROAD						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
210-0200	GRADING PER MILE	LM	1.06	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	210	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1010	\$	\$		
402-3190	19 MM ASPH CONC SUPERPAVE, GP 1 OR 2, ONLY, INCL BITUM MATL & H LIME	TN	550	\$	\$		
413-1000	BITUM TACK COAT	GL	1300	\$	\$		
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	10600	\$	\$		
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	1600	\$	\$		
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	LF	4230	\$	\$		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	15	\$	\$		
654-1001	RAISED PVMT MARKERS TP 1	EA	150	\$	\$		
700-6910	PERMANENT GRASSING	AC	0.50	\$	\$		
	Total of all Bid Prices						

	VALE ROYALE DRIVE						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
210-0200	GRADING PER MILE	LM	0.45	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	105	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	515	\$	\$		
413-1000	BITUM TACK COAT	GL	645	\$	\$		
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	4725	\$	\$		
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	3115	\$	\$		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	80	\$	\$		
654-1001	RAISED PVMT MARKERS TP 1	EA	40	\$	\$		
700-6910	PERMANENT GRASSING	AC	0.65	\$	\$		
	Total of all Bid Prices						

	HAWK HAMMOCK ROAD						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
210-0200	GRADING PER MILE	LM	0.60	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	130	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	630	\$	\$		
413-1000	BITUM TACK COAT	GL	790	\$	\$		
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	6400	\$	\$		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	11	\$	\$		
700-6910	PERMANENT GRASSING	AC	0.88	\$	\$		
611-8040	ADJUST DROP INLET TO GRADE	EA	3	\$	\$		
	Total of all Bid Prices						

	STILLWELL ROAD						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
210-0200	GRADING PER MILE	LM	3.24	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	670	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	3340	\$	\$		
413-1000	BITUM TACK COAT	GL	4180	\$	\$		
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	34200	\$	\$		
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	27500	\$	\$		
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	LF	9510	\$	\$		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	30	\$	\$		
654-1001	RAISED PVMT MARKERS TP 1	EA	490	\$	\$		
700-6910	PERMANENT GRASSING	AC	4.71	\$	\$		
652-1000	PAVEMENT MARKING, RR-HWY CROSSING SYMBOL	EA	1	\$	\$		
	Total of all Bid Prices						

	JULIA COURT						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
150-1000	TRAFFIC CONTROL	LS	1	\$	\$		
210-0200	GRADING PER MILE	LM	0.05	\$	\$		
402-1812	RECYCLED ASPH. CONC LEVELING, INCL BITUM MATL & H LIME	TN	35	\$	\$		
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE,TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	160	\$	\$		
413-1000	BITUM TACK COAT	GL	200	\$	\$		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	1	\$	\$		
700-6910	PERMANENT GRASSING	AC	0.07	\$	\$		
611-8040	ADJUST DROP INLET TO GRADE	EA	1	\$	\$		
	Total of all Bid Prices						

TOTAL BID	
Total of all Bid Prices	\$

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Section 1.30 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments; Retainage
 - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the <u>25th</u> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the <u>1st</u> of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.
 - a. <u>90</u> percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the Engineer, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the Engineer. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and
 - b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to <u>100</u> percent of the Work completed, less such amounts as Engineer shall determine and less <u>150</u> percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Section 1.30 of The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of **1** percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and 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 Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents
 - E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. General Conditions (pages 1 to 7, inclusive).

3.	Supplemental Conditions (pages $\underline{1}$ to $\underline{8}$, inclusive).
4.	Specifications as listed in the table of contents of the Project Manual.
5.	Addenda (numbers to, inclusive).
6.	Exhibits to this Agreement (enumerated as follows):
	a. Contractor's Bid (pages_to, inclusive).
	 b. Documentation submitted by Contractor prior to Notice of Award (pages to, inclusive).
7.	The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
	a. Notice to Proceed (pages to, inclusive).
	b. Work Change Directives.
	c. Change Orders.
	e documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly ted otherwise above).
Th	ere are no Contract Documents other than those listed above in this Article 9.
The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.	
	e requirements of the Contract Documents may be supplemented, and minor variations and viations in the Work may be authorized, by one or more of the following ways:
A]	Field Order;
1.	Engineer's approval of a Shop Drawing or Sample; or
2.	Engineer's written interpretation or clarification.
	4. 5. 6. The norm of the characteristic characteris

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 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 or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner 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 Owner, 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on	(which is the Effective Date of the Agreement).	
OWNER:	CONTRACTOR	
Effingham County Board of Commissioners		
By:	By:	
Title: Chairman	Title:	
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)	
Attest:	Attest:	
Title: County Clerk	Title:	
Address for giving notices:	Address for giving notices:	
601 N. Laurel Street		
Springfield, GA 31329		

Addendum No.1 ITB No. 17-021 – 2017 Road Resurfacing

END OF ADDENDUM NO. 1