

**SUPPLEMENTAL INFORMATION
ADDENDUM NO. 2**

PROJECT: ITB 19-006
2019 Road Resurfacing

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DATE ISSUED: April 25, 2019

ITB No. 19-006 dated March, 2019 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

Addendum No.1, page 01250-4 shows the estimated quantity as 22685 TN:

MOCK ROAD

| | | | |
|----------|---|----|--------------|
| 402-3130 | RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE ii, GP 2 ONLY, INCL BITUM MATL & H LIME (410 135 LB/SY) | TN | 22685 |
|----------|---|----|--------------|

The estimated quantity of 22685 TN is a typo, the line should read 2685 TN:

| | | | |
|----------|---|----|-------------|
| 402-3130 | RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE ii, GP 2 ONLY, INCL BITUM MATL & H LIME (410 135 LB/SY) | TN | 2685 |
|----------|---|----|-------------|

THIS SECTION INTENTIONALLY LEFT BLANK

Please replace page 01350-1 of the bid packet with the page below with the correct description of WORK:

**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:

WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **an estimated 58,000 linear feet (LF) of roadway resurfacing, 58,000 linear feet (LF) of road way for restriping, RPM installation for roads in the Unincorporated Area of Effingham County. There is also an estimated 12,144 linear feet (LF) of road way for two foot widening and sign replacement on Sisters Ferry Road** as further described below.

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 No. 19-006 – 2019 Road Resurfacing**

ENGINEER

The Project has been designed by Effingham County Engineering Department, 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.

CONTRACT TIMES

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*

*The Work will be completed within **120** calendar days after the date of the Notice to Proceed.*

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 **\$500** for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

Addendum No. 2
ITB No. 19-006 – 2019 Road Resurfacing

All other terms and conditions in ITB 19-006 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.

Please sign receipt of this Addendum No. 2 below:

Print Name

Signature

Date

END OF ADDENDUM NO. 2