

**ADDENDUM NO. 3**  
**BENJAMIN HILL LINEAR PARK**  
**CITY OF LAGRANGE**  
**LAGRANGE, GEORGIA**

**SPECIFICATIONS**

Replace Section 00 41 00 Bid Form with attached Section 00 41 00 Bid Form

Replace Section 01 22 00 Measurement and Payment with attached Section 01 22 00  
Measurement and Payment

**ADDITIONAL INFORMATION DOCUMENTS**

The following document:

- Questions and Responses

is being provided with this addendum for informational purposes only. The document listed above is not, and will not, be considered as part of the Contract Documents.

*Bidder Must Acknowledge Receipt of this Addendum on Bid Form*

May 24, 2021  
Barge Design Solutions, Inc.  
1201 Front Ave, Suite F  
Columbus, Georgia 31901  
706-321-4583

**BENJAMIN HILL LINEAR PARK****ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City of LaGrange  
200 Ridley Avenue  
LaGrange, Georgia 30240

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 period of time after the Bid opening as stated in the Advertisement for Bids, 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, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- 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 federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in SC-

4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. 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; the Bidding Documents; and the Site-related reports and drawings identified in 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.
- F. Based on the information and observations referred to in Paragraph 3.01.E 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.
- G. 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.
- H. 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.
- I. 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.
- J. Where this Bid Form contains the provision for a bid based on a lump sum price, the Bidder shall be responsible for having prepared its own estimate of the quantities necessary for the satisfactory completion of the Work specified in these Contract Documents and for having based the lump sum price bid on its estimate of quantities.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 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.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Qty.	Unit	Unit Price	Total Price
1	Erosion and Sedimentation Control				
a.	Construction Exit (Co)	1	EA	\$	\$
b.	Compost Filter Sock (Sd1-CFS)	930	LF	\$	\$
c.	Inlet Protection (Sd2-F)	2	EA	\$	\$
d.	Tree Protection (Tr)	440	LF	\$	\$
e.	Temporary Grassing - Seed & Mulch	2	AC	\$	\$
f.	Inlet Sediment Trap (Sd2-P)	4	EA	\$	\$
2	Storm Drain				
a.	Pipe – 15” dia. HDPE	205	LF	\$	\$
b.	Catch Basin	2	EA	\$	\$
c.	Connection to Existing Storm Structure	2	EA	\$	\$
d.	Pipe – 6” dia. HDPE	45	LF	\$	\$
e.	8” Planter Drain	1	EA	\$	\$
3	Hardscape				
a.	Concrete sidewalk – 4”	13,600	SF	\$	\$
b.	Surface Mount Furnishing Pad – 6”	715	SF	\$	\$
c.	Seat Wall	150	LF	\$	\$
d.	Crosswalk	1	LS	\$	\$

Item No.	Description	Qty.	Unit	Unit Price	Total Price
4	Furnishings				
a.	Benches	4	EA	\$	\$
b.	Trash Receptacle	6	EA	\$	\$
5	Fencing				
a.	6-Ft HT Ornamental Fence	960	LF	\$	\$
b	Column w/ Footing	9	EA	\$	\$
6	Earthwork				
a.	Demolition/Clearing	1	LS	\$	\$
b.	Rough Grading	5,500	CY	\$	\$
c.	Fine Grading	1	LS	\$	\$
7	Landscape				
a.	Planting Soils	1,200	CY	\$	\$
b.	Shrubs	1	LS	\$	\$
c.	Groundcover	1	LS	\$	\$
d.	Flowering Trees	78	EA	\$	\$
e.	Medium Trees	8	EA	\$	\$
f.	Sod	46,000	SF	\$	\$
g.	Mulch - Pine straw	200	BALE	\$	\$

Item No.	Description	Qty.	Unit	Unit Price	Total Price
8	Cash Allowances				
a.	Soils & Concrete Testing	ALLOWANCE			\$ 10,000.00
*****ADDITIONAL WORK IF ORDERED BY THE ENGINEER*****					
9	Remove and Replace Unsuitable Material				
a.	Removal of Unsuitable Backfill Material and Replace with Crushed Stone	50	CY	\$	\$
b.	Removal of Unsuitable Backfill Material and Replace with Suitable Earth Material	50	CY	\$	\$

BID TOTAL, ITEMS 1 THROUGH 9, INCLUSIVE, THE AMOUNT OF \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

Bidder acknowledges Unit Prices have been determined in accordance with Paragraph 11.03.C of the General Conditions.

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.

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**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Bid Form
  - B. Bid Bond Form
  - C. Local and MBE/WBE Agreement
  - D. Statement of Local and Minority Owned Utilization
  - E. Statement of Bidders Qualifications
  - F. Non-Collusion Affidavit of Prime Bidder
  - G. Drug-Free Workplace Certificate
  - H. Corporate Certificate, if Bidder is a corporation
  - I. Georgia Security and Immigration Compliance Act Affidavits
  - J. Contractor's License Certification

**ARTICLE 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.



## ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

*(Individual's signature)*

Doing business as: \_\_\_\_\_

Attest: \_\_\_\_\_

*(Notary)*

Name (typed or printed): \_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

*(Signature of general partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Attest: \_\_\_\_\_

*(Signature of another Partner)*

Name (typed or printed): \_\_\_\_\_

### A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_

*(Signature)*

Name (typed or printed): \_\_\_\_\_

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

*(CORPORATE SEAL)*

Attest: \_\_\_\_\_

*(Signature of Corporate Secretary)*

Name (typed or printed): \_\_\_\_\_

A Joint Venture

Name of Joint Venturer: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**All Bidders shall complete the following:**

Bidder's Business address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Primary Contact E-mail: \_\_\_\_\_

Submitted on: \_\_\_\_\_, 20\_\_\_\_.

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## Part 1 General

### 1.1 Scope

- A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all plant, labor, equipment, tools and materials, which are not furnished by the Owner and performing all operations required to complete the work satisfactorily in place as specified and as indicated on the Drawings.

### 1.2 Descriptions

- A. Measurement of an item of work will be by the unit indicated in the Bid.
- B. Final payment quantities shall be determined from the record drawings. The record drawing lengths, dimensions, quantities, etc. shall be determined by a survey after the completion of all required work. Said survey shall conform to Section 01 78 39 of these Specifications. The precision of final payment quantities shall match the precision shown for that item in the Bid.
- C. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.
- D. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for item of which it is a part.
- E. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the Owner and for performing all operations required to provide to the Owner the entire Project complete in place as specified and as indicated on the Drawings.
- F. "Products" shall mean materials or equipment permanently incorporated into the work.

### 1.3 Clearing and Grubbing

- A. No separate payment shall be made for clearing and grubbing.

- B. The cost of moving and reestablishing landscape features, including labor and materials, shall be included in the unit price bid for the item to which it pertains.

## 1.4 Erosion and Sedimentation Control

### A. General

1. No separate payment shall be made for temporary and/or permanent erosion and sedimentation controls, except as noted below. All other temporary and/or permanent erosion and sedimentation control costs shall be included in the unit price bid for the item to which it pertains.
  2. No payment will be made for any portion of the Project for which temporary erosion and sedimentation controls are not properly maintained.
  3. Quantities for payment shall be based upon actual quantity constructed and authorized by the Engineer.
- B. Construction Exits (Co): All costs for construction exits, including installation, maintenance, repair, and removal, shall be included in the unit price bid for construction exits.
  - C. Compost Filter sock (Sd1-CFS): All costs for compost filter sock, including installation, maintenance, repair, replacement, and removal shall be included in the unit price bid for compost filter sock.
  - D. Inlet Protection (Sd2-F): All costs for inlet protection, including installation, maintenance, repair, and removal shall be included in the unit price for inlet protection.
  - E. Tree Protection (Tr): All costs for tree protection, including installation, maintenance, repair, and removal shall be included in the unit price for Tree Protection.
  - F. Temporary Grassing: seed and mulch, where ordered by the Engineer, shall be provided at the unit price bid for temporary grassing – seed & mulch.
  - G. Inlet Sediment Trap (Sd2-P): All costs for tree protection, including installation, maintenance, repair, and removal shall be included in the unit price for inlet sediment trap.

## 1.5 Storm Drain Structures and Pipe

### A. Existing Utilities and Obstructions

1. Horizontal Conflict: Payments for conflicts with existing utilities shall be made only where additional catch basins and/or additional lengths of pipe are approved by the Engineer. Said payment shall be made at the unit prices in the Bid. No other payment will be made for any delay or extra cost encountered by the Contractor due to protection, avoidance or relocation of existing utilities, mains or services or changing the horizontal alignment of the storm drain.

- 
2. Vertical Conflict: Where authorized by the Engineer, payment for additional depth of cut required to avoid vertical conflicts shall be made at the unit prices bid for storm drain. No payment will be made for relocation of existing utilities.
- B. Location and Grade
1. No separate payment shall be made for survey work performed by or for the Contractor in the establishment of reference points, bench marks, cut sheets, limits of right-of-way or easement, including their restoration, as well as centerline or baseline points.
- C. Construction Along Highways, Streets and Roadways: No separate payment shall be made for traffic control or maintaining highways, streets, roadways and driveways.
- D. Laying and Jointing
1. Measurement for payment at the unit price bid for storm drains shall be made from centerline of catch basin to centerline of catch basin or to inside face of structure wall penetrated.
  2. No additional payment will be made for replacement of defective materials.
- E. Catch Basins
1. All costs for constructing the catch basin bases, shall include but not be limited to the precast concrete base, vertical risers, frame and grate, rubber boots (if required), inverts, and connecting the pipes to the catch basin, shall be included in the unit price bid for the precast concrete catch basin.
- F. Existing reconnections: All costs for existing reconnections shall be included in the unit price bid for the item to which they pertain.
- G. Clean-up and Testing
1. Payment for clean-up and testing shall be made at the unit price bid for clean-up and testing. Any other cost for labor, material, and equipment required shall be included in the unit price bid for the item to which it pertains.
  2. No payment for clean-up and testing shall be made for any length of line unless both testing and clean-up have been successfully completed for that segment of line for which payment is being requested.
- H. Pipe – 15” dia. HDPE: All costs related to the installation of pipe – 15” dia. HDPE shall be included in the unit price bid for the item to which it pertains.
- I. Pipe – 6” DIA HDPE: All costs related to the installation of pipe – 6” dia. HDPE shall be included in the unit price bid for the item to which it pertains.
- J. 8” Planter Drain: All costs related to the installation of 8” planter drain shall be included in the unit price bid for the item to which it pertains.

## 1.6 Hardscapes

- A. Remove and Dispose Existing Concrete Sidewalk: All costs related to the removal and disposal of the existing concrete sidewalk shall be included in the unit price bid for the item to which it pertains.
- B. Concrete Sidewalk – 4": All costs related to the construction of the concrete sidewalk - 4" shall be included in the unit price bid for the item to which it pertains.
- C. Surface Mount Furnishing Pad – 6" Concrete: All costs related to the construction of the concrete surface mount furnishing pad - 6" concrete shall be included in the unit price bid for the item to which it pertains.
- D. Seat Wall: All costs related to the construction of the Seat Wall shall be included in the unit price bid for the item to which it pertains.
- E. Crosswalk: All costs related to the installation of the crosswalk shall be included in the unit price bid for the item to which it pertains

## 1.7 Furnishings

- A. Bench: All costs related to the construction of the bench shall be included in the unit price bid for the item to which it pertains.
- B. Trash Receptacle: All costs related to the construction of the trash receptacle shall be included in the unit price bid for the item to which it pertains.

## 1.8 Fencing

- A. 6-FT Height Ornamental Fence: All cost related to the construction of the 6-FT Height Ornamental Fence shall be included in the unit price item to which it pertains.
- B. Column with footing: All cost related to the construction of the Column with footing shall be included in the unit price item to which it pertains.

## 1.9 Earthwork

- A. Earth Excavation
  - 1. No separate payment will be made for earth excavation. The cost of such work and all costs incidental thereto shall be included in the price bid for the item to which the work pertains.
  - 2. No separate payment will be made for providing sheeting, bracing and timbering.
- B. Dewatering: No separate payment will be made for dewatering required to accomplish the work.

- C. Backfilling: No separate payment will be made for backfilling or excavation, hauling and placement of borrow material. The cost of all such work and all costs incidental thereto shall be included in the unit price bid for the item to which the work pertains.

## 1.10 Landscape

- A. Planting Soils: All cost related to the placement of Planting Soils shall be included in the unit price item to which it pertains.
- B. Shrubs: All cost related to the installation of shrubs shall be included in the unit price item to which it pertains.
- C. Ground Cover: All cost related to the installation of ground cover shall be included in the unit price item to which it pertains.
- D. Flowering Trees: All cost related to the installation of flowering trees shall be included in the unit price item to which it pertains.
- E. Medium Trees: All cost related to the installation of medium trees shall be included in the unit price item to which it pertains.
- F. Sod: All cost related to the installation of sod shall be included in the unit price item to which it pertains.
- G. Flowering Trees: All cost related to the installation of flowering trees shall be included in the unit price item to which it pertains.
- H. Mulch – Pine Straw: All cost related to the placement of mulch - pine straw shall be included in the unit price item to which it pertains.

## 1.11 Utilities

- A. Site Lighting – The City of LaGrange will install all light poles, wire, and appurtenances associated with the site lighting. The Contractor shall be responsible for coordinating with the city of LaGrange for the installation of the site lighting. The contractor shall be responsible for making connections from the site electrical service to the points of connection at the pavilions.

## 1.12 Cash Allowances

- A. General
  - 1. The Contractor shall include in the Bid Total all allowances stated in the Contract Documents. These allowances shall cover the net cost of the services provided by a firm selected by the Owner. The Contractor's handling costs, labor, overhead, profit and other expenses contemplated for the original allowance shall be included in the items to which they pertain and not in allowances.
  - 2. No payment will be made for nonproductive time on the part of testing personnel due to the Contractor's failure to properly coordinate testing activities with the work schedule or the Contractor's problems with maintaining equipment in good



working condition. The Contractor shall make all necessary excavations and shall supply any samples of materials necessary for conducting compaction and density tests.

3. No payment shall be provided for services that fail to verify required results.
- B. Should the net cost be more or less than the specified amount of the allowance, the Contract will be adjusted accordingly by change order. The amount of change order will not recognize any changes in handling costs at the site, labor, overhead, profit and other expenses caused by the adjustment to the allowance.
- C. Documentation
1. Submit copies of the invoices with each periodic payment request from the firm providing the services.
  2. Submit results of services provided which verify required results.
- D. Schedule of Cash Allowances
1. Soils and Concrete Testing: Allow the amount provided in the Bid for the services of a geotechnical engineering firm and testing laboratory to verify soils conditions including trench excavation and backfill, and similar issues and for the testing of concrete cylinders for poured in place concrete.

END OF SECTION

**QUESTIONS AND RESPONSES**  
**BENJMAMIN HILL LINEAR PARK**  
**CITY OF LAGRANGE**  
**LAGRANGE, GEORGIA**

**QUESTIONS**

**Question:** Who is responsible for removing the small shelter and concrete sidewalk leading up to it

**Answer:** the demolition of the shelter and sidewalk should be included in the price for demolition and clearing

**Question:** Who is responsible for removing the old drive into the housing project?

**Answer:** All existing driveways into the site have already been demolished. The curb cuts that remain from those driveways will be addressed later as part of another contract.

**Question:** There is not a line item on the bid form for striping or planter drain work shown on sheet C7.02

**Answer:** A bid item for striping will be added as item 3.d. The planter drain is shown on the bid form as item 2.e.

**Question:** What are the MBE/WBE requirements? Section 00 43 39.13 is statement for acknowledging requirements related to MBE/WBE utilization for the Project and Section 00 43 39.16 is for listing MBE/WBE subcontractors with anticipated cost and % in relation to the contract price, but after reviewing the contract documents, we do not find listed what % of the contract needs to be for MBE/WBE.

**Answer:** Please refer to Specification 0 21 13 Articles 27 and 28

Barge Design Solutions, Inc.  
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