

SUPPLEMENTAL INFORMATION
ADDENDUM NO. 2

PROJECT: ITB No. 20-005
LMIG 2020

CONTACT: Alison Bruton, Purchasing Tech.
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DATE ISSUED: June 19, 2020

ITB No. 20-005 – LMIG 2020 dated May 11, 2020 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

- 1) QUESTION: On Sand Hill Road the width of the existing road measures as 24 ft of travel lanes and approximately 1.5’ -2’ paved shoulder on each side for a total of 27-28’ ft. The asphalt quantity on the revised bid sheets is only enough for 24 ft. It looks like there is enough single surface treatment to do 27’ wide. You may need to adjust the quantity for the asphalt 12.5mm
ANSWER: The proposed final treatment is asphalt surface for a width of 24 feet. Prior to final surface, the roadway receives a single surface treatment of 27ft, resulting in 1.5ft “chip seal” shoulders. Bid quantities have been verified as shown on the attached bid forms.
- 2) QUESTION: On Rincon- Stillwell Road I measured the length at 12,107 LF which is 1,019 L F more than what is listed on the bid sheet?
ANSWER: The revised length is 12,384 LF. Payment will be based on measured completed work. Bid quantities have been revised as shown on the attached bid forms.
- 3) QUESTION: 3. It looks like all five roads had the asphalt quantities calculated as if the roads are 24 feet wide? Here is what I found including paved shoulders:

Friendship Road	22 ft wide
Ralph Rahn Road	20 ft wide
Rincon Stillwell Road	22 ft wide
Shawnee Road	20 ft wide
Sand Hill Road	27-28 ft wide

ANSWER:

The Engineer has verified the road widths.

Friendship Road	22 ft wide
Ralph Rahn Road	20 ft wide
Rincon Stillwell Road	22 ft wide
Shawnee Road	20 ft wide
Sand Hill Road	24 ft wide w/ 1.5 ft shoulders

Bid quantities have been revised as shown on the attached bid forms.

- 4) QUESTION: Friendship Road Item # 402-1812 I believe this should have a description as Recycled Asph Conc Leveling?
ANSWER: It should be: RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME. Please find revised bid form attached.
- 5) QUESTION: Sand Hill Road Item # 653-1707 Thermoplastic Solid Stripe, 24” White- The bid form addendum No 1 has a unit price of \$14.00 and a total bid price of \$336.00. I would think that your intent is for the bidder to fill in their price and that those two cells should be blank?
ANSWER: Yes, those numbers are an error. Please find revised bid form attached.
- 6) QUESTION: Regarding the items for “Grading Per Mile” on the bid tab for the Effingham Co LMIG, is this for building the shoulders and grassing after the resurfacing of each road?
ANSWER: Yes. Price includes all equipment, labor, and materials to reestablish an earthen shoulder at the same existing grade and elevation of the new pavement surface. Follow GWSCC specification for permanent grassing.
- 7) QUESTION: Regarding note 4 in section # 01210-1 of the bid manual, “the Contractor shall install the appropriate post-mounted road construction signs on each non-residential road they are resurfacing”. Will temporary stand signs suffice for the resurfacing, or will post mounted signs be required per the note.
ANSWER: The requirements for signage is to meet Manual of Uniform Traffic Control Devices (MUTCD). All “long term” signs (as per Section 6G.02 Work Duration MUTCD 2009) must be post-mounted.
Also, the reflectivity of signage needs to meet MUTCD.
- 8) QUESTION: Regarding note 3 of the Supplemental Conditions, “The Solid Traffic Stripe, Skip Traffic Strip and Edge Line shall be constructed in accordance with Section 653 and 654 of The Georgia Department of Transportation Standard Specifications”. Sections 653 & 654 are for thermoplastic markings only, but the bid item numbers for the traffic stripes are 652 numbers referring to high build paint. Should the permanent striping be thermoplastic or high build paint?
ANSWER: For the striping that is not explicitly indicated as thermoplastic, please use high build paint. Use the specifications on Section 652 and 870 for High Build traffic line paint. For Removal of Pavement Making, use Section 656.
- 9) QUESTION: On section # 01210-1 Item # 4 the section reads that the advance warning signs shall be post mounted. Due to the short amount of time that the contractor will be paving each road, can it be approved to use portable signs on portable sign stands?
ANSWER: See #7.
- 10) QUESTION: Each road has a bid item 210-0200 Grading Per Mile. I do not see anything in the bid documents giving instructions of what needs to be included in this item. Typically GDOT pays Grading Per Mile for restoring the shoulder with soil and then grassing is paid under grassing items, i.e grassing per acre, fertilizer by the tons and wood fiber mulch by the SY. Can you give us some clarification on this?
ANSWER: See #6.

FINAL UPDATED FEE SHEETS

Friendship Road from Green Morgan Road to Cloy-Shawnee Road, 7,293 Linear Feet (22ft. width)					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
210-0200	GRADING PER MILE	LM	1.4	\$	\$
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (440 LB/SY)	TN	130	\$	\$
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	10	\$	\$
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (150 LB/SY)	TN	1337.1	\$	\$
413-1000	BITUM TACK COAT	GL	1658	\$	\$
564-1001	RAISED PVMT MARKERS, TP 1	EA	1,375	\$	\$
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	14,784	\$	\$
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	10,032	\$	\$
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	LF	5,280	\$	\$
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	12	\$	\$
Total Bid– Friendship Road					\$

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FINAL UPDATED FEE SHEETS

Shawnee Road from HWY 21 to Old Dixie HWY, 5280 Linear Feet (20 ft. width)					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
210-0200	GRADING PER MILE	LM	1.0	\$	\$
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (440 LB/SY)	TN	25	\$	\$
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	10	\$	\$
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (150 LB/SY)	TN	880	\$	\$
413-1000	BITUM TACK COAT	GL	1091	\$	\$
564-1001	RAISED PVM T MARKERS, TP 1	EA	840	\$	\$
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	10,560	\$	\$
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	5,280	\$	\$
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	LF	3,696	\$	\$
653-1707	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	48	\$	\$
653-0100	THERMOPLASTIC RR CROSSING WHITE	EA	4	\$	\$
Total Bid– Shawnee Road					\$

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FINAL UPDATED FEE SHEETS

Sand Hill Road from Blue Jay Road to US HWY 80, 10,032 Linear Feet (24 ft width w/ 1.5 ft single surface treatment shoulders)					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
210-0200	GRADING PER MILE	LM	1.9	\$	\$
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (440 LB/SY)	TN	60	\$	\$
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	25	\$	\$
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (150 LB/SY)	TN	2006.40	\$	\$
413-1000	BITUMINUS TACK COAT	GL	2,470	\$	\$
424-5089	SINGLE SURFACE TREATMENT, STN SIZE 89, GP 1 OR 2	SY	30,096	\$	\$
429-1000	RUMBLE STRIPS	EA	3	\$	\$
564-1001	RAISED PVMT MARKERS, TP 1	EA	510	\$	\$
652-5451	SOLID TRAFFIC STRIPE, 5 IN. WHITE	LF	20,064	\$	\$
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	7,920	\$	\$
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	LF	7,920	\$	\$
653-1707	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	24	\$	\$
Total Bid– Sand Hill Road					

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FINAL UPDATED FEE SHEETS

Rincon Stillwell Road from Old Augusta Road to the Rincon City Limits, 12,384 Linear Feet (22 ft. width)					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
210-0200	GRADING PER MILE	LM	2.35	\$	\$
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (440 LB/SY)	TN	10	\$	\$
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	10	\$	\$
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (150 LB/SY)	TN	2271	\$	\$
413-1000	BITUMINUS TACK COAT	GL	2694	\$	\$
424-5089	SINGLE SURFACE TREATMENT, STN SIZE 89, GP 1 OR 2	SY	30,272	\$	\$
564-1001	RAISED PVMT MARKERS, TP 1	EA	500	\$	\$
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	24,768	\$	\$
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	7,920	\$	\$
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	LF	7,920	\$	\$
653-1707	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	36	\$	\$
653-0100	THERMOPLASTIC RR CROSSING WHITE	EA	4	\$	\$
Total Bid– Rincon Stillwell Road					\$

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FINAL UPDATED FEE SHEETS

Ralph Rahn Road McCall Road to HWY 21, 14,256 Linear Feet (20 ft. width)					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
210-0200	GRADING PER MILE	LM	2.7	\$	\$
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (440 LB/SY)	TN	135	\$	\$
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	10	\$	\$
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (150 LB/SY)	TN	2376	\$	\$
413-1000	BITUMINUS TACK COAT	GL	2946	\$	\$
564-1001	RAISED PVMT MARKERS, TP 1	EA	925	\$	\$
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	28,512	\$	\$
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	14,626	\$	\$
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	LF	7,656	\$	\$
653-1707	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	48	\$	\$
653-0100	THERMOPLASTIC RR CROSSING WHITE	EA	4	\$	\$
Total Bid– Ralph Rahn Road					\$
GRAND TOTAL OF ALL ROADS					\$

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FINAL UPDATED FEE SHEETS

Alternate No. 1 - Re-Striping of Centerline of Clyo-Shawnee from Clyo-Kildaire to Springfield Road					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
	MOBILIZATION	LS	1	\$	\$
	TRAFFIC CONTROL	LS	1	\$	\$
	CENTERLINE PAVEMENT STRIPING	LF	35,000 LF	\$	\$
Total Bid– Alternate 1					\$

Alternate No. 2 - Berryville Road					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
	MOBILIZATION	LS	1	\$	\$
	TRAFFIC CONTROL	LS	1	\$	\$
	CENTERLINE PAVEMENT STRIPING- DOUBLE SOLID - YELLOW - NO PASSING	LF	600 LF	\$	\$
	CENTERLINE PAVEMENT STRIPING- SKIP - YELLOW (SEE PLAN)	LF	10,175 LF	\$	\$
Total Bid– Alternate 2					\$

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.

**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: **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.

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 No. 20-005 – 2020 LMIG Road Resurfacing**

ARTICLE 2 – ENGINEER

2.01 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.

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*

3.03 *The Work will be completed within **240** calendar 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 **\$500** 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: *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:*

Friendship Road from Green Morgan Road to Clyo-Shawnee Road, 7,293 Linear Feet (22ft. width)					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
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402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (440 LB/SY)	TN	130	\$	\$
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	10	\$	\$
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (150 LB/SY)	TN	1337.1	\$	\$
413-1000	BITUM TACK COAT	GL	1658	\$	\$
564-1001	RAISED PVMT MARKERS, TP 1	EA	1,375	\$	\$
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652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	LF	5,280	\$	\$
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	12	\$	\$
Total Bid– Friendship Road					\$

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ITB No. 20-005 – 2020 LMIG Road Resurfacing

Shawnee Road from HWY 21 to Old Dixie HWY, 5280 Linear Feet (20 ft. width)					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
210-0200	GRADING PER MILE	LM	1.0	\$	\$
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653-1707	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	48	\$	\$
653-0100	THERMOPLASTIC RR CROSSING WHITE	EA	4	\$	\$
Total Bid– Shawnee Road					\$

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ITB No. 20-005 – 2020 LMIG Road Resurfacing

Sand Hill Road from Blue Jay Road to US HWY 80, 10,032 Linear Feet (24 ft width w/ 1.5 ft single surface treatment shoulders)					
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402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	25	\$	\$
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (150 LB/SY)	TN	2006.40	\$	\$
413-1000	BITUMINUS TACK COAT	GL	2,470	\$	\$
424-5089	SINGLE SURFACE TREATMENT, STN SIZE 89, GP 1 OR 2	SY	30,096	\$	\$
429-1000	RUMBLE STRIPS	EA	3	\$	\$
564-1001	RAISED PVMT MARKERS, TP 1	EA	510	\$	\$
652-5451	SOLID TRAFFIC STRIPE, 5 IN. WHITE	LF	20,064	\$	\$
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	7,920	\$	\$
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653-1707	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	24	\$	\$
Total Bid– Sand Hill Road					

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ITB No. 20-005 – 2020 LMIG Road Resurfacing

Rincon Stillwell Road from Old Augusta Road to the Rincon City Limits, 12,384 Linear Feet (22 ft. width)					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
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210-0200	GRADING PER MILE	LM	2.35	\$	\$
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (440 LB/SY)	TN	10	\$	\$
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653-1707	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	36	\$	\$
653-0100	THERMOPLASTIC RR CROSSING WHITE	EA	4	\$	\$
Total Bid– Rincon Stillwell Road					\$

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ITB No. 20-005 – 2020 LMIG Road Resurfacing

Ralph Rahn Road McCall Road to HWY 21, 14,256 Linear Feet (20 ft. width)					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
210-0200	GRADING PER MILE	LM	2.7	\$	\$
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (440 LB/SY)	TN	135	\$	\$
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	10	\$	\$
402-3130	RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (150 LB/SY)	TN	2376	\$	\$
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653-1707	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	48	\$	\$
653-0100	THERMOPLASTIC RR CROSSING WHITE	EA	4	\$	\$
Total Bid– Ralph Rahn Road					\$
GRAND TOTAL OF ALL ROADS					\$

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Alternate No. 1 - Re-Striping of Centerline of Clyo-Shawnee from Clyo-Kildaire to Springfield Road					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
	MOBILIZATION	LS	1	\$	\$
	TRAFFIC CONTROL	LS	1	\$	\$
	CENTERLINE PAVEMENT STRIPING	LF	35,000 LF	\$	\$
Total Bid– Alternate 1					\$

Alternate No. 2 - Berryville Road					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
	MOBILIZATION	LS	1	\$	\$
	TRAFFIC CONTROL	LS	1	\$	\$
	CENTERLINE PAVEMENT STRIPING- DOUBLE SOLID - YELLOW - NO PASSING	LF	600 LF	\$	\$
	CENTERLINE PAVEMENT STRIPING- SKIP - YELLOW (SEE PLAN)	LF	10,175 LF	\$	\$
Total Bid– Alternate 2					\$

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.

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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 **25th** 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 **1st** 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. **90** 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 **100** percent of the Work completed, less such amounts as Engineer shall determine and less **150** 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 – COUNTY’S RIGHT TO SUSPEND OR TERMINATE WORK

- A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.

- B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.
- C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.
- D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.
- E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.
- F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

ARTICLE 10 – INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or

other rights of any person or persons caused by the negligence of the CONTRACTOR or its subcontractors.

The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them.

The CONTRACTOR'S obligation to indemnify the County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

ARTICLE 11 – INDEPENDENT CONTRACTOR

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

ARTICLE 12 – INSURANCE REQUIREMENTS

12.01 General Insurance, Workers' Compensation Clause

(1.) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County.

(2.) Minimum Limits of Insurance: Contractor shall maintain insurance policies with coverage and limits no less than:

(a) Commercial General Liability of \$1,000,000.00 (one million dollars) per occurrence and \$2,000,000.00 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over \$1,000,000.00.

(b) Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000.00 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000.00 (one million dollars) per accident or disease.

(3.) Self-Insured Retentions: Any self-insured retention must be declared to and approved by the County so that the County may ensure the financial solvency of the Contractor; self-insured retention should be included on the certificate of insurance.

(4.) Other Insurance Provisions: The policy is to contain, or be modified or endorsed to contain, the following provisions:

(a.) General Liability and Automobile Coverage.

i. The County shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County.

ii. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the County. Any insurance or self-insurance maintained by the County shall be in excess of the Contractor's insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County.

iv. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.

v. Coverage shall be provide on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

vi. The insurer shall agree to waive all rights of subrogation against the County for losses arising from work performed by the Contractor for the County.

vii. All endorsements to policies shall be executed by an authorized representative of the insurer.

(b.) Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County for losses arising from work performed by the Contractor for the County.

(c.) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice (or 10 days if due to non-payment) has been given to the County. Such notice shall be sent directly to:

Board of Commissioners of Effingham County
Attn: County Administrator/Clerk
601 North Laurel Street
Springfield, Georgia 31329

(5.) Acceptability of Insurers. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A-.

(6.) Verification of Coverage. Contractor shall furnish the County with certificate of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7.) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the parties as additional insureds.

ARTICLE 13 – CONTRACT DOCUMENTS

13.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 16, inclusive).
2. General Conditions (pages 1 to 7, inclusive).
3. Supplemental Conditions (pages 1 to 7 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 1 to 11 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 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. 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. The requirements of the Contract Documents may be supplemented, and minor variations and deviations 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.

ARTICLE 14 – MISCELLANEOUS

14.01 Terms

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

14.02 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.

14.03 *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.

14.04 *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.

14.05 *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:

Effingham County Board of Commissioners

By: _____

Title: Chairman

Attest: _____

Title: County Clerk

Address for giving notices:

601 N. Laurel Street

Springfield, GA 31329

CONTRACTOR:

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

Addendum No.2
ITB No. 20-005 – LMIG 2020

All other terms and conditions in ITB No. 20-005 – LMIG 2020 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