

**ADDENDUM NO. 3**

**BENJAMIN HILL LINEAR PARK**

**CITY OF LAGRANGE  
LAGRANGE, GEORGIA**

**\* \* \* SPECIAL NOTICE \* \* \***

THE BID OPENING DATE HAS CHANGED FROM WEDNESDAY APRIL 21, 2021 TO THURSDAY APRIL 22, 2021. THE TIME OF THE BID OPENING WILL REMAIN AT 2.00PM LOCAL TIME. THE LOCATION OF THE BID OPENING REMAINS UNCHANGED.

**PROJECT MANUAL**

Section 00 21 13 Instructions to Bidders

Add

Article 27 – EQUAL EMPLOYMENT OPPORTUNITY

Article 28 – EMPLOYMENT OF LOCAL LABOR

Section 00 41 00 Bid Form

Add

Bid Item

4. Furnishings

a. Benches

b. Trash Receptacle

Remove

6.h – Flowering Accent Planting

Change

Numbering

“4. Fencing” to “5. Fencing”

“5. Earthwork “ to “6. Earthwork”

“6. Landscaping” to “7. Landscaping”

“7. Miscellaneous” to “8. Miscellaneous”

“8. Cash Allowances” to “9. Cash Allowances”

“9. Remove and Replace Unsuitable Material” to “10.

Remove and Replace Unsuitable Material”

“BID TOTAL, ITEMS 1 THROUGH 9” to “BID TOTAL, ITEMS 1 THROUGH 10”

Section 01 22 00 Measurement and Payment

Add

## Section 1.7 FURNISHINGS

REMOVE

Section 1.10 Landscape

I. Flowering Accent Planting

Change

“1.7 Fencing” to “1.8 Fencing”

“1.8 Earthwork” to “1.9 Earthwork”

“1.9 Landscape” to “1.10 Landscape”

“1.10 Miscellaneous” to “1.11 Miscellaneous”

“1.11 Cash Allowances” to “1.12 Cash Allowances”

### **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***

April 2, 2021  
Barge Design Solutions, Inc.  
1201 Front Ave, Suite F  
Columbus, Georgia 31901  
706-321-4583

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

**QUESTIONS**

**Question:** Since we (contractor) are providing site furnishings, what line do we put them on the bid form?

**Answer:** Section 00 41 00 Bid Form in the project manual has been revised to include line items for site furnishings and is included in this addendum. Section 01 22 00 Measurement and Payment as been revised to reflect the additional line items on the bid form and is included in this addendum.

**Question:** Is a utility contractor's license required by the bidding general contractor?

**Answer:** No

**Question:** Is there a Geotechnical Report?

**Answer:** No

**Question:** Is there a requirement for local and MBE/FBE subcontractors Participation?

**Answer:** These requirements are defined in the project manual in Section 00 21 13 Instructions to Bidders Article 27 and 28 as included in this addendum

**Question:** what is the total allotted time to complete the project?

**Answer:** See Section 00 52 00 Agreement; Article 4 in the project manual

**Question:** In addition to electronic bid submittal, is a paper bid submittal also required?

**Answer:** See Section 00 21 13 Instructions to Bidders; Article 15 in the project manual

**Question:** For the local and MBE/WBE agreement, what info is the signer certifying? What information goes in the second blank of this form?

**Answer:** The signer is certifying your agreement to comply with he local, MBE/WBE utilization requirements as stated in the contract documents. See below for explanation to the second part of the question.

"I, Bidders Name, hereby certify that I am Bidders Title"

**Question:** Per article 3 Qualifications of Bidder, What type of financial data may the owner request? What other data may be called for?

**Answer:** At this time, it is unknown if the Owner will request data or what data may be requested. If data is requested by the Owner the Bidder shall submit per the requirements in Section 00 21 13 Instruction to Bidders; Article 3, subsection 3.03.

**Question:** Per the Supplemental conditions SC-5.04, please confirm, is installation floater insurance required?

**Answer:** Installation floater insurance is required per Section 00 73 00 Supplementary Conditions; SC5.06

Barge Design Solutions, Inc.  
1201 Front Ave, Suite F  
Columbus, Georgia 31901  
706-940-4603

**ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the bidding procedures are to be administered. The issuing office for this Project is as stated in the Advertisement for Bids.

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office, or its designated printing facility, as indicated in the Advertisement for Bids.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

**ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 The minimum qualifications of a responsible Bidder includes the following requirements:
- A. The Bidder shall maintain a permanent place of business. This requirement applies to the Bidder where the Bidder is a division of a corporation, or where the Bidder is 50 percent or more owned by a person, corporation or firm.
- B. The Bidder is licensed by the State of Georgia to perform the work under this contract.
- C. The Bidder shall demonstrate adequate construction experience and sufficient equipment resources to properly perform the work under and in conformance with the Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may reasonably request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Project contemplated therein. Adequate construction experience, for the purposes of this Project, may be defined in the Supplemental Instructions to Bidders.
- D. The Bidder shall demonstrate financial resources of sufficient strength to meet the obligations incident to the performance of the work covered by these Contract

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Instructions to Bidders

Documents. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.

- E. The Bidder shall demonstrate that he is familiar with the work covered by these Contract Documents.
- 3.02 To demonstrate Bidder's qualifications to perform the Work and as evidence of adequate construction experience, Bidder shall submit with the Bid written evidence such as previous experience, present commitments, and such other data as may be called for below.
- A. Completion of Statement of Bidder's Qualifications, as indicated in Section 00 45 13.
  - B. Bidder's Georgia General Contractor license, as indicated in Section 00 45 77.
- 3.03 To demonstrate Bidder's qualifications to perform the Work, within three days of Owner's request, Bidder shall submit written evidence such as financial data and such other data as may be requested by Owner.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.05 A Bidder may be deemed as not responsible if:
- A. Bidder fails to furnish adequate information for the Owner to determine if the Bidder is deemed to possess adequate construction experience and sufficient equipment resources or fails to provide such information in a timely manner.
  - B. Bidder fails to furnish information, evidence, and statements of the principal owner when the Bidder is owned 50 percent or more by another firm, corporation, or person.
  - C. Bidder is in arrears on any existing contracts, interested in any litigation against the Owner or has defaulted on a previous contract.
  - D. Bidder fails to have access to adequate equipment.
  - E. Bidder has uncompleted work which in the judgment of the Owner will hinder or prevent prompt completion of additional work, if awarded.
- 3.06 Acceptance of the Bidder's documentation and substantiation or Contract Award by the Owner does not relieve the Bidder of liability for non-performance as covered in the Contract Documents, nor will the Bidder be exempted from any other legal recourse the Owner may elect to pursue.

**ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

4.01 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
  2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

#### 4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

#### 4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition

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Instructions to Bidders

upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- E. consider 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 any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its 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. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### **ARTICLE 5 – PRE-BID CONFERENCE**

- 5.01 A Pre-Bid Conference will be held if so indicated in the Advertisement for Bids. Oral statements may not be relied upon and will not be binding or legally effective.

#### **ARTICLE 6 – SITE AND OTHER AREAS**

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

#### **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed, delivered or otherwise issued to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.
- 7.03 Questions and other inquiries shall be submitted to the Issuing office, Attention: Ty Webb, PE, ty.webb@bargedesign.com

#### **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price and in the form of a Bid bond (on the form attached or on a surety company's standard bid bond form) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

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Instructions to Bidders

- 8.02 If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 Attorneys-in-Fact of other officers who sign bid bonds for a surety company must file with such bonds a certified copy of his power of attorney authorizing him to sign said bonds.

**ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

**ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages are set forth in the Agreement.

**ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents. No substitution requests will be considered.

**ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute without an increase in the Bid.
- 12.02 *If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.*
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

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**ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item and alternate item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

**ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS****14.01 *Lump Sum and Unit Prices***

- A. Bidders shall submit a bid on a lump sum or unit price basis, as indicated on the Bid schedule, for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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Instructions to Bidders

14.02 *Allowances*

- A. For cash allowances the various other Bid prices shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

**ARTICLE 15 – SUBMITTAL OF BID**

15.01 With each set of the Bidding Documents, a Bidder is furnished one separate unbound copy of the required documents listed below. The Bidder shall complete and submit one original of all documents listed below in the envelope.

- 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

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in a sealed envelope which shall also contain the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the place indicated in the Advertisement for Bids.

15.03 In addition to the requirements of Article 15.02 above, the Bidder shall provide on the outside of the envelope containing the bid the Bidder's name and "Bid for Benjamin Hill Linear Park".

**ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

- 16.02 *If* a Bidder, after the Bid opening determines that its Bid contained an appreciable error in the calculation of its Bid, the Bidder may withdraw its Bid, subject to the provisions of, and, if the mistake meets the criteria in, O.C.G.A. 36-91-52.
- 16.03 A bid may be withdrawn after the time period stated in the Advertisement for Bids after the date of the opening of the bids, provided that the Bidder has not been notified within said time period that his bid has been accepted.

#### **ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Advertisement for Bids, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 A bid may be declared by the Owner to be non-responsive for, but not limited to, any of the following reasons:
- A. Bid contains blanks, Proposal is not complete or required accompanying documents, certifications, and statements are not included.
  - B. Bid contains modifications or alterations of the Bid Form or other Contract Documents.
  - C. Bid is a qualified or conditional bid.

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Instructions to Bidders

- D. Bid contains unrealistic data, erroneous data, inaccurate data, or data that cannot be documented or substantiated.
- 19.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.07 The Contracts will be awarded to the responsive, responsible Bidders submitting the lowest Bid complying with the conditions of the Contract Documents and determination by the Owner of the Bidder's responsiveness and responsibility. Award will be made on the basis of the prices given in the Bid.

**ARTICLE 20 – CONTRACT SECURITY AND INSURANCE**

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

**ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner or Engineer issues a Notice of Award to the Successful Bidder, the Notice of Award will be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents, which are identified in the Agreement as attached thereto. Within ten days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.
- 21.02 Upon failure of the Bidder to execute the required bonds or to sign the required contract within ten days after the contract is awarded, he will be considered to have abandoned his proposal and the Owner may annul the award. By reason of the uncertainty of market prices of materials and labor, and it being impracticable and extremely difficult to fix the amount of damages to which the Owner would be put by reason of said Bidder's failure to execute said bonds and contract within ten days, the bid security accompanying the proposal shall be the agreed amount of damages which the Owner will suffer by reason of such failure on the part of the Bidder and shall thereupon immediately be forfeited to the Owner. The filing of a proposal will be considered as an acceptance of this provision.

**ARTICLE 22 – DELETED**

**ARTICLE 23 – RETAINAGE**

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

**ARTICLE 24 – DELETED****ARTICLE 25 – DELETED****ARTICLE 26 – PERMITS, EASEMENTS AND RIGHTS-OF-WAY**

26.01 All anticipated federal, state, or local permits required for the Project, which are the responsibility of the Owner, have been obtained except as follows:

A. Local land disturbance permit: Application submitted, expected to be obtained prior to the Notice to Proceed.

26.02. All rights-of-way and easements required for the Project, which are the responsibility of the Owner, is expected to be obtained prior to the Notice to Proceed.

**ARTICLE 27 – EQUAL EMPLOYMENT OPPORTUNITY**

27.01 The Contractor shall not discriminate against any employee, or applicant for employment because of race, religion, color, sex, or national origin. As used herein, the words "shall not discriminate" shall mean and include, without limitation, recruited, whether by advertising or other means; compensated, whether in the form of rates or pay, or other forms of compensation; selected for training including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

27.02 It is the wish of the Owner that minority businesses be given the opportunity to bid on the various parts of the work. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work. The Owner supports a healthy, free market system that seeks to include responsible businesses and provide ample opportunities for business growth and development.

**ARTICLE 28 – EMPLOYMENT OF LOCAL LABOR**

28.01 Preference in employment on the Project shall, insofar as practical, be given to qualified local labor.



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**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	1500	LF	\$	\$
c.	Inlet Protection (Sd2-F)	3	EA	\$	\$
d.	Tree Protection (Tr)	250	LF	\$	\$
e.	Temporary Grassing - Seed & Mulch	2	AC	\$	\$
2	Storm Drain				
a.	Pipe – 15” dia. HDPE	200	LF	\$	\$
b.	Catch Basin	2	EA	\$	\$
c.	Connection to existing storm structure	1	EA	\$	\$
3	Hardscape				
a.	Concrete sidewalk – 4”	11,665	SF	\$	\$
b.	Surface Mount Furnishing Pad – 6”	760	SF	\$	\$
c.	Seat Wall – Split Face block	160	LF	\$	\$
4	Furnishings				
a.	Benches		EA	\$	\$
b.	Trash Receptacle		EA	\$	\$

Item No.	Description	Qty.	Unit	Unit Price	Total Price
5	Fencing				
a.	6-Ft HT Ornamental Fence	940	LF	\$	\$
b	Column w/ footing – Split Face Block	9	EA	\$	\$
6	Earthwork				
a.	Demolition/Clearing	1	LS	\$	\$
b.	Rough Grading	3,200	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	73	EA	\$	\$
e.	Medium Trees	8	EA	\$	\$
f.	Sod	39,355	SF	\$	\$
g.	Mulch - Pine straw	200	BALE	\$	\$
8	Miscellaneous				
a	Signage	1	LS	\$	\$
9	Cash Allowances				
a.	Soils & Concrete Testing			ALLOWANCE	\$ 10,000.00
Item No.	Description	Qty.	Unit	Unit Price	Total Price

*****ADDITIONAL WORK IF ORDERED BY THE ENGINEER*****					
10	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 10, 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.

## **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: 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: 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: All costs for inlet protection, including installation, maintenance, repair, and removal shall be included in the unit price for Inlet Protection.
  - E. Tree Protection: 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 Seed and Mulch.

## 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.

## 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: All costs related to the construction of the concrete sidewalk shall be included in the unit price bid for the item to which it pertains.
- C. 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.

## 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 – Split Face Block: All cost related to the construction of the Column with footing – Split Face Block 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.
- I. Flowering Accent Planting: All cost related to the placement of flowering accent planting shall be included in the unit price item to which it pertains.

### 1.11 Miscellaneous

- A. Signage: All cost related to the installation of signage shall be included in the unit price item to which it pertains

### 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