



CITY OF SUGAR HILL

IFB # 17-003 – ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS

March 3, 2017

ADDENDUM #2

TO ALL BIDDERS: This addendum is issued for the purposes of modifying the original Bid documents, through addition, deletion, clarification or correction as outlined herein. The information provided in this addendum supersedes any information previously provided in the referenced document(s). This addendum and the information contained herein shall be used in the preparation of any bid submitted by the Bidder and shall become an integral part of the contract documents for any contract awarded for the project specified. Please inform all concerned that the Request is modified by this Addendum.

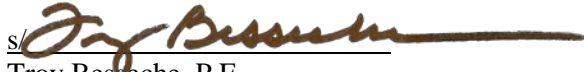
CLARIFICATION:

1. **Proposed construction contract shall be replaced in its entirety with the version below.**
2. **Bids are still due on Wednesday, March 8, 2017 at the Sugar Hill City Hall Customer Service Desk in the main lobby.** Bids will be opened in the History Museum Room at 4:00 P.M. and read aloud.

QUESTIONS:

1. **We are coming up with more yardage for the variable depth milling then (sic) the 17,225 which is now listed. This would be closer to the yardage we get if we just use the edge milling yardage from those roads required edge milling. Once we figure full width milling on the other roads we go way beyond this number. Can you clarify?**
A: While the numbers originally derived included a typographical mistake, Addendum #1 quantities were estimated using aerial data with accuracies less than those obtained by field measurement. Given the concern for the uncertainty, the bid form has been updated to allow for up to 20,000 square yards. Edge milling is assumed to be the majority of the scope along with the tie-in points. See attached, revised bid form.
2. **In the first addendum it was stated some of the patching may be less than 6' width. Can you break it down as to what/where there will be less and at what width? This would require bringing in a much smaller mill than a standard mill with cutting drum.**
A: The calculations for the patching quantities were completed using smaller than a 6 foot milled width. However, in the interest of facilitating a quicker (and more cost-effective) construction method, a six-foot minimum width will be assumed. See attached, revised bid form.

END OF ADDENDUM #2
IFB 17-003


s/ Troy Besseche
Troy Besseche, P.E.
Assistant City Manager

REVISED BID FORM

Addendum #2

City of Sugar Hill

IFB 17-003 Roadway Improvements on Various City Roads

ITEM #	GDOT #	DESCRIPTION	UNIT	APPROX. QTY	UNIT PRICE	TOTAL
1	310-1101	Graded Aggregate Base	Ton	350		
2	402-3108	9.5mm Recycled Asph. Conc.- including Bituminous Material, Lime and Tack Coat (SP Type I, BL1)	Ton	1,850		
3	402-3130	12.5mm Recycled Asph. Conc.- including Bituminous Material, Lime and Tack Coat (SP GP 2, BL1)	Ton	1,950		
4	402-3194	19mm Recycled Asph. Conc.- Patching including Bituminous Material, Lime and Tack Coat (SP GP 1 or 2)	Ton	525		
5	402-1818	Recycled Asph. Conc. Leveling- including Bituminous Material, Lime and Tack Coat	Ton	250		
6	407-0050	Asphaltic Rubber Crack Fill	LM	0.5		
7	432-5010	Mill Asph Conc Pvmt, Var. Depth	SY	20,000		
8	611-8050	Adjust Manhole to Grade	EA	30		
9	611-8140	Adjust Water Valve to Grade	EA	2		
10	653-1501	Thermoplastic Solid White, 5-in.	LF	18,500		
11	653-1502	Thermoplastic , Solid Yellow, 5-in.	LF	10,500		
12	653-1704	Thermoplastic , White, 24-in.	LF	150		
13	654-1001	Raised Pvmt. Markers, TP 2	EA	350		
14	210-0201	Shoulder Reconstruction	MI	1.5		
			TOTAL		\$	

Submitted by:

(Business Entity Name): _____

(Street Address): _____

(City, State, Zip): _____

(Authorized Signature): _____

(Printed Name): _____

**CONTRACTOR CONTRACT
ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS**

This **AGREEMENT** made and entered into this _____ day of _____, 20__
by and between City of Sugar Hill, Georgia (Party of the First Part, hereinafter called the "Owner"), and,
_____ (Party of the Second Part, hereinafter called the "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

This contract shall commence upon Notice to Proceed. Work must be substantially complete by **October 30, 2017**. Final Completion shall be achieved by **November 30, 2017**.

2. ATTACHMENTS:

Copies of the Contractor's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the Owner during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto and are specifically incorporated herein by reference. In the event of a conflict between the Owner's contract documents and the Bid, the Owner's contract documents shall control.

3. PERFORMANCE:

Contractor agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

Time for Completion: OWNER and CONTRACTOR recognize that time is the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not substantially complete within the time specified in Paragraph 1 above, plus any extension thereof allowed in the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not substantially complete on time. Accordingly, OWNER and CONTRACTOR understand and recognize that it is impossible to conclusively assess damages to the OWNER for the failure of the CONTRACTOR to substantially complete the project in a timely manner. Therefore, the OWNER and CONTRACTOR have agreed that a reasonable amount of damages for each day that the project remains incomplete after substantial completion would be \$500 and for each day after the completion of all work (final completion as stated in paragraph 1) would be \$750.

4. PRICE:

As full compensation for the performance of this Contract, the Owner shall pay the Contractor for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this agreement shall be charged to the Owner in accordance with the rate schedule referenced in the Bid. The Owner agrees to pay the Contractor within thirty days following receipt by the Owner of a detailed invoice, reflecting the actual work performed by the Contractor.

5. INDEMNIFICATION AND HOLD HARMLESS:

Contractor agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for 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 to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Contractor. Contractor's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out 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 protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents, and employees from and against 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.

6. TERMINATION FOR CAUSE:

The City may terminate this agreement for cause upon ten (10) days prior written notice to the Contractor of the Contractor's default in the performance of any term of this Agreement. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Agreement for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Agreement for convenience, the Contractor will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. AGREEMENT NOT TO DISCRIMINATE:

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Contractor will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subcontractor, providing that the foregoing provisions shall not apply to contracts or subcontractors for standard commercial supplies of raw materials.

9. ASSIGNMENT:

The Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or their right, title, or interest therein to any person, firm, or corporation without the previous consent of the Owner in writing.

10. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11. SEVERABILITY:

The parties agree that each of the provisions included in this agreement is separate, distinct and severable from the other and remaining provisions of this agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision or provisions of this agreement.

12. GOVERNING LAW:

The parties agree that this agreement shall be governed and construed in accordance with the laws of the State of Georgia. This agreement has been signed in City of Sugar Hill, Gwinnett County, Georgia.

13. MERGER CLAUSE:

The parties agree that the terms of this agreement include the entire agreement between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this agreement.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **AGREEMENT** to be signed, sealed and delivered.

CITY OF SUGAR HILL, GEORGIA

By: _____
Steve Edwards, Mayor
City of Sugar Hill

ATTEST:

Signature

Print Name
Jane Whittington, City Clerk
City of Sugar Hill

APPROVED AS TO FORM:

Signature
Frank Hartley
City of Sugar Hill Attorney

CONTRACTOR: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

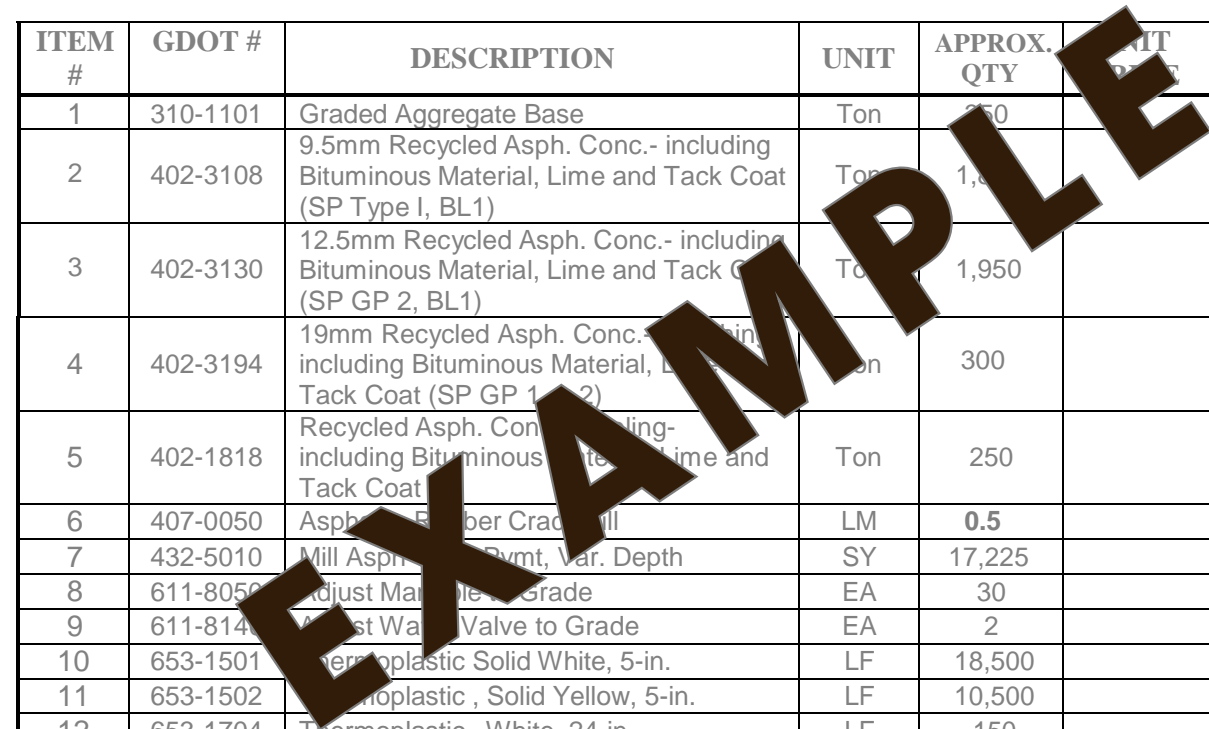
EXHIBIT A TO CONTRACT

Addendum #1

City of Sugar Hill

IFB 17-003 Roadway Improvements on Various City Roads

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13	654-1001	Raised Pvmnt. Markers, TP 2	EA	350		
14	210-0201	Shoulder Reconstruction	MI	1.5		
				TOTAL	\$	



Submitted by:

(Business Entity Name): _____

(Street Address): _____

(City, State, Zip): _____

(Authorized Signature): _____

(Printed Name): _____