



FULTON COUNTY PURCHASING DEPARTMENT

Winner 2000- 2005 Achievement of Excellence in
Procurement Award
National Purchasing Institute



Jerome Noble, Director

May 31, 2006

RE: **#06ITB50414K-RS, Crabapple Streetscape and Sewer Improvements**

Dear Bidders:

Attached is one (1) copy of Addendum 3, hereby made a part of the above referenced Invitation to Bid (ITB).

Except as provided herein, all terms and conditions in the bid referenced above remain unchanged and in full force and effect.

Sincerely,

Rholanda M. Stanberry

Chief Assistant Purchasing Agent

#06ITB50414K-RS, Crabapple Streetscape and Sewer Improvements

Addendum No.3

May 31, 2006

Page Two

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as attached below:

ACKNOWLEDGEMENT OF ADDENDUM NO. 3

The undersigned bidder acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30335 by the ITB due date and time **Monday, June 5, 2006 no later than 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 3, _____ day of _____, 2006.

Legal Name of Bidder

Signature of Authorized Representative

Title

Addendum No. 3

1. Question: Where the contractor should include the cost of the three tree grates shown on the sheet 9 of 21 at station 22+50 on Broadwell Road? Bid schedule does not include a line item for those tree grates.

Answer:

Under SECTION XI PRICE QUOTE the following pay items were added under the Roadway items:

PAY ITEM	DESCRIPTION	TOTAL		UNIT COST	TOTAL COST
		UNIT	QTY.		
702-0001	MISCELLANEOUS LANDSCAPE ITEMS	LS	LUMP	\$ 25,000	\$ 25,000
703-0001	TREE GRATES	3	EACH		
	TESTING ALLOWANCE	LS	LUMP	\$ 15,000	\$ 15,000

Remove SECTION XI PRICE QUOTE and replace entire SECTION with REVISED SECTION XI PRICE QUOTE as attached.

2. Addition: Under SECTION VII DRAFT AGREEMENT page 72 second paragraph remove “The Contractor shall pay the County the sum of \$ _____.” and replace with “The Contractor shall pay the County the sum of \$ (See Appendix D).”

3. Addition: Appendices: Add Appendix D – 108.8 Failure or Delay in Completing Work on Time

4. Addition: Replace Sheet No. 1 of SR 372/Crabapple Streetscape Improvements of Addendum No. 1 dated 5/10/06 with Sheet No. 1 dated 5/30/06 Cover Sheet.

Replace Sheet No. 3 of SR 372/Crabapple Streetscape Improvements of Addendum No. 1 dated 5/10/06 with Sheet No. 3 dated 5/30/06 Revision Summary Sheet

Replace Sheet No. 8 of SR 372/Crabapple Streetscape Improvements of Addendum No. 1 dated 7/19/05 with Sheet No. 8 dated 5/30/06 Detailed Estimate Sheet

T133 CRABAPPLE STREETSCAPE AND SEWER IMPROVEMENTS
06ITB50414K-RS

SECTION XI

PRICE QUOTE

Bidder shall utilize the following to submit price quote for the **T133 CRABAPPLE STREETSCAPE AND SEWER IMPROVEMENTS**

PAY ITEM	DESCRIPTION	UNIT	TOTAL QTY.	UNIT COST	TOTAL COST
ROADWAY ITEMS					
150-1000	TRAFFIC CONTROL – STP-0000-00(104)	LS	LUMP		
210-0100	GRADING COMPLETE – STP-0000-00(104)	LS	LUMP		
310-1101	GR. AGGR BASE COURSE, INC MAT	TN	235		
318-3000	AGGR SURFACE CRS	TN	30		
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	25		
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2. INCL BITUM MATL & H LIME	TN	120		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY. INCL BITUM MATL AND H - LIME	TN	440		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2. INCL BITUM MATL & H LIME	TN	60		
413-1000	BITUM TACK COAT	GAL	20		
441-0016	CONC. DRIVEWAY, 6 IN TK	SY	210		
441-0304	CONC. SPILLWAY, TYPE 4	EA	1		
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	LF	180		
441-5008	CONCRETE HEADER CURB, 6 IN, TP 7	LF	240		
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	LF	1170		

PAY ITEM	DESCRIPTION	UNIT	TOTAL QTY.	UNIT COST	TOTAL COST
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	630		
441-7011	CURB CUT WHEELCHAIR RAMP, TYPE A	EA	7		
441-7012	CURB CUT WHEELCHAIR RAMP, TYPE B	EA	1		
441-7014	CURB CUT WHEELCHAIR RAMP, TYPE D	EA	9		
446-1002	PVMT REINF FABRIC STRIPS, TP 2, INCL BITUM BINDER	LF	2500		
500-3200	CLASS B CONCRETE	CY	156		
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	33		
550-3318	SAFETY END SECTION 18 IN, STORM DRAIN, 4:1 SLOPE	EA	2		
634-1200	RIGHT OF WAY MARKERS	EA	30		
639-4014	STRAIN POLE, TYP IV, INCL LUMIÁNAIRE ARM AND MAST ARMS	EA	2		
647-1000	TRAFFIC SIGNAL INSTALLATION NO -1	EA	1		
668-1100	CATCH BASIN, GP 1	EA	1		
668-4300	STORM SEWER MANHOLE, TP 1	EA	1		
670-9730	RELOCATE EXIST WATER METER, INCL BOX	EA	1		
682-6120	CONDUIT, RIGID, 2 IN	LF	150		
682-6130	CONDUIT, RIGID, 3 IN	LF	250		
682-6219	CONDUIT, NONMETL, TP 2, 1 IN	LF	100		
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	LF	800		
163-0232	TEMPORARY GRASSING	AC	1.0		
163-0240	MULCH	TN	12		
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	35		

PAY ITEM	DESCRIPTION	UNIT	TOTAL QTY.	UNIT COST	TOTAL COST
165-0070	MAINTENANCE OF BALED STRAW EROSION CHECK	LF	650		
163-0530	CONSTRUCT AND REMOVE BALED STRAW EROSION CHECK	LF	1300		
171-0030	TEMPORARY SILT FENCE TYPE C	LF	70		
700-7000	AGRICULTURAL LIME	TN	1.0		
700-7010	LIQUID LIME	GL	2		
700-8000	FERTILIZER MIXED GRADE	TN	1.0		
700-8100	FERTILIZER NITROGEN CONTENT	LB	25		
163-0240	MULCH	TN	3		
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	28		
603-7000	PLASTIC FILTER FABRIC	SY	28		
700-6910	PERMANENT GRASSING	AC	1		
700-7000	AGRICULTURAL LIME	TN	1		
700-7010	LIQUID LIME	GL	3		
700-8000	FERTILIZER MIXED GRADE	TN	0.6		
700-8100	FERTILIZER NITROGEN CONTENT	LB	50		
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	28		
636-1031	HIGHWAY SIGNS, TP 1 MATL, REFL, SHEETING, TP 6	SF	11		
636-1032	HIGHWAY SIGNS, TP 2 MATL, REFL, SHEETING TP 6	SF	109		
636-2070	GALV STEEL POSTS, TP 7	LF	100		
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	3		
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	2100		

PAY ITEM	DESCRIPTION	UNIT	TOTAL QTY.	UNIT COST	TOTAL COST
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	2400		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	90		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	800		
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLF	75		
653-6004	THERMOPLASTIC TRAF STRIPING WHITE	SY	124		
653-6006	THERMOPLASTIC TRAF STRIPING YELLOW	SY	59		
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	100		
702-0414	ILEX GLABRA – SHAMROCK	EA	295		
702-0542	LAGERSTROEMIA INDICA – POTOMAC	EA	28		
702-0559	LIRIOPE MUSCARI – BIG BLUE	EA	1747		
702-0992	ROSA X ‘NEARLY WILD’	EA	52		
754-4000	WASTE RECEPTACLE UNIT	EA	2		
754-5000	BENCH	EA	2		
900-0039	BRICK PAVER	SF	9700		
681-3600	LIGHTING STD, SPCL DESIGN	LS	LUMP		
702-0001	MISCELLANEOUS LANDSCAPE ITEMS	LS	LUMP	\$25,000	\$25,000
703-0001	TREE GRATES	EA	3		
	TESTING ALLOWANCE	LS	LUMP	\$15,000	\$15,000
SUB-TOTAL FOR ROADWAY ITEMS					
SEWER ITEMS					
1	SEWER SERVICE LATERALS				

PAY ITEM	DESCRIPTION	UNIT	TOTAL QTY.	UNIT COST	TOTAL COST
1.1	CLEAN OUT ASSEMBLY				
	a. DIP	EA	15		
1.2	LATRAL PIPE				
	a. 6" DIP	LF	210		
2	DUCTILE IRON PIPE				
	8-INCH DIP (0-6)	LF	89		
	8-INCH DIP (6-10)	LF	646		
	8-INCH DIP (10-14)	LF	150		
3	BORE & JACK WITH STEEL CASING (LF)				
	16" DIAMETER @ 0.375" THICK WALL	LF	75		
4	DIRECTIONAL BORE OF 8" PIPE				
	(INCLUDES ALL PITS, DEWATERING AND ALL WORK REQUIRED FOR INSTALLATION)				
	a. 8" DIAMETER	LF	352		
	b. 6" DIAMETER (LATERAL)	LF	80		
5	MANHOLES				
	a. 4' DIAMETER PRECAST CONCRETE	LF	75		
	b. 350# STD. CI FRAME & COVER	EA	5		
	c. 455# CI FRAME & COVER	EA	3		
6	TIE-INTO EXISTING MANHOLE				
	a. 8" DIAMETER PIPE	EA	1		
7	DOGHOUSE MANHOLE (BASE ONLY)				

PAY ITEM	DESCRIPTION	UNIT	TOTAL QTY.	UNIT COST	TOTAL COST
	a. 4' DIAMETER PRECAST CONCRETE	EA	2		
8	REPLACE GRAVEL DRIVEWAY				
	a. GRAVEL DRIVEWAY	SY	240		
	REMOVE AND REPLACE PAVEMENT				
	a. CONCRETE PAVEMENT	SY	15		
9	REMOVE AND REPLACE CURB & GUTTER				
	a. CONCRETE CURB & GUTTER	LF	40		
10	REMOVE AND REPLACE PAVEMENT				
	c. F. C. STD. UTILITY CUT REPLACEMENT	SY	180		
11	EROSION AND SEDIMENT CONTROL				
	a. TEMPORARY GRASSING	LF	1200		
	b. PERMANENT GRASSING	LF	1200		
	c. SODDING (ALL TYPES)	SY	20		
	e. TYPE "A" SILT FENCE	LF	500		
	g. TYPE "C" SILT FENCE	LF	900		
	h. CONSTRUCTION ENTRANCE/EXIT	EA	3		
	i. RIPRAP, TYPE III	CY	10		
	m. GEOTEXTILE MATTING	SY	20		
12	EXISTING MH ADJUST TO PROPOSED GRADE	VF	1		
13	EXISTING FIRE HYDRANT RELOCATION INCLUDING ADDITIONAL APPURTENANCES	EA	2		
14	TREE PROTECTION				

PAY ITEM	DESCRIPTION	UNIT	TOTAL QTY.	UNIT COST	TOTAL COST
	a. TREE PROTECTION FENCE (ACTIVE)	LF	700		
15	MUTCD SAFETY BARRELS	12E A/D	24		
	FLAGMAN	2MN /DA	4		
16	CLEARING AND GRUBBING	AC	0.5		
17	ROCK EXCAVATION: ROCK EXCAVATION WILL BE DETERMINED AND VERIFIED BY AN ASSIGNED FULTON COUNTY ENGINEER. ROCK WILL NOT BE PAID FOR UNLESS				
	a. EXCAVATION AND REMOVAL OF ROCK	CY	40		
18	TASK ALLOWANCES – WORK TO BE DETERMINED BY FULTON COUNTY REPRESENTATIVE				
	a. UTILITY CONFLICT RESOLUTION	LS	1	\$20,000.00	\$20,000.00
	d. SOIL, ASPHALT AND CONCRETE TESTING	LS	1	\$10,000.00	\$10,000.00
	d. CONSTRUCTION SURVEYING	LS	1	\$5,000.00	\$5,000.00
	d. BLAST MONITORING	LS	1	\$10,000.00	\$10,000.00
	<i>SUB-TOTAL FOR WATER & SEWER</i>				
	BASE BID AMOUNT:				

BIDDERS SHALL ENTER ALL UNIT PRICES, MAKE ALL EXTENSIONS, AND TOTAL THE BID

END OF SECTION No. XI

APPENDIX D – 108.8 Failure or Delay in Completing Work on Time

108.08 Failure or Delay in Completing Work on Time

Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of The Work will always increase the cost of engineering. For this reason, it is important that The Work be pressed vigorously to completion. Should the Contractor or, in case of default, the Surety fail to complete The Work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance with the following schedule:

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Available Day	Calendar Day or Completion Date
\$0	\$50,000	\$105	\$ 75
\$50,000	\$100,000	\$150	\$110
\$100,000	\$500,000	\$210	\$150
\$500,000	\$1,000,000	\$350	\$225
\$1,000,000	\$2,000,000	\$420	\$300
\$2,000,000	\$5,000,000	\$630	\$450
\$5,000,000	\$10,000,000	\$840	\$600
\$10,000,000	\$20,000,000	\$1,050	\$800
\$20,000,000	\$40,000,000	\$1,900	\$1,000
\$40,000,000	—	\$4,000	\$2,100

When the Contract Time is on either the calendar day or completion date basis, the schedule for calendar days shall be used. When the Contract Time is based on an available day basis, the schedule for available days shall be used.

For each Calendar Day or Available Day, as specified, that any work shall remain uncompleted after the contract time specified for the completion of the Work required by the Contract, the sum specified in the Contract will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages; provided however, that due account shall be taken of any adjustment of the contract time for completion of the work granted under the provisions of Subsection 108.07.E.

T133 CRABAPPLE STREETScape AND SEWER IMPROVEMENTS
ITB No. XXXXXXXXXX

The Department may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the traveling public.

A. Liquidated Damages

The amount of such charges is hereby agreed upon as fixed liquidated damages due the Department after the expiration of the time for completion specified in the Contract. The Contractor and his Surety shall be liable for liquidated damages in excess of the amount due the Contractor on the final payment.

These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Department and the Contractor due the uncertainty and impossibility of making a determination as to the actual and consequential damages which are incurred by the Department, the State, and the general public as a result of the failure on the part of the Contractor to complete The Work on time.

1. Deduction From Partial Payments: Liquidated damages, as they accrue, will be deducted from periodic partial payments.
2. Deduction From Final Payment: The full amount of liquidated damages will be deducted from final payment to the Contractor and/or his Surety.
3. No Liquidated Damages Charged for Delay by the Department: In case of default of the Contract and the subsequent completion of The Work by the Department as hereinafter provided, the Contractor and his Surety shall be liable for the liquidated damages under the Contract, but no liquidated damages shall be chargeable for any delay in the final completion of The Work by the Department due to any unreasonable action, negligence, omission, or delay of the Department. In any suit for the collection of or involving the assessment of liquidated damages, the reasonableness of the amount shall be presumed. The liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

B. No Waiver of Department's Rights

Permitting the Contractor to continue and finish The Work or any part of it after the expiration of the time allowed for completion or after any extension of time, shall not operate as a waiver of the rights of the Department under the Contract.

