



August 14, 2025

**ADDENDUM #2
BL040-25
Lester Woods / Woodview Drive Water Main Replacements**

*****BID SUBMITTAL DEADLINE HAS BEEN POSTPONED UNTIL
FRIDAY, AUGUST 22, 2025, NO LATER THAN 2:50PM*****

The following addition/changes modify the Bid No. BL040-25 "Lester Woods / Woodview Drive Water Main Replacements" Contract Documents, dated July 2025, as first advertised on July 16, 2025.

I. Revisions:

- R1. In the Notice of Bid, under the paragraph "Bid submittal date and location", **CHANGE** the date shown from "~~August 15, 2025~~" to "**August 22, 2025**" **no later than 2:50 P.M.** This date change should also be changed throughout the Front-end documents.
- R2. Please update the consecutive calendar days for completion from ~~390 (Substantial) / 420 (Final)~~ to **300 (Substantial) / 330 (Final)**. This change should be made throughout the frontend document, including the page 3 of the Notice to Bid, Article 7 of the Instructions to Bidders, page 24 of the Bid Form, and Article 4, 4.02 of the Sample Agreement.

II. Attachment:

- A1. Revised Page 3, Page 7, Page 24, and Sample Agreement from the Frontend Documents

Acknowledge receipt of this addendum on the bid form page (18) of the Frontend Bid Package.

Thank you,

Brittany Bryant, CPPB
Purchasing Associate III

NOTICE OF BID - PAGE 3
LESTER WOODS / WOODVIEW DRIVE WATER MAIN REPLACEMENTS
BID DATE: AUGUST 15, 2025
BID NUMBER: BL040-25

All bonds should be submitted on forms provided by Gwinnett County and agencies providing bonds and insurance should provide proof that they meet the criteria outlined in the bid and contract documents.

Bid Withdrawal:

No Bidder may withdraw his Bid within sixty (60) days after the actual date of the opening thereof.

Liquidated Damages:

Bidder agrees to complete the Contract awarded within the "allowable calendar days for completion" from the date of the "Notice to Proceed" and he further agrees that the Owner may retain from the monies which may become due the amount of \$1,000.00 (Substantial) / \$500.00 (Final) for each and every day that the completion of the work may be delayed.

Bids in the case of Corporations not chartered in Georgia, must be accompanied by proper certification stating that said Corporation is authorized to do business in the State of Georgia.

The County will award the Contract to the lowest "qualified" bidder, subject with the Owner's right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interests. With limited response, Gwinnett County reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement process.

CONSECUTIVE CALENDAR DAYS FOR COMPLETION:
300 (Substantial) / 330 (Final)

GWINNETT COUNTY BOARD OF COMMISSIONERS

**SECTION I
INSTRUCTIONS TO BIDDERS**

or delivered to parties on the plan holders list. Questions received after August 07, 2025, after 3 p.m. may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may be issued to modify Bid Document Package as deemed necessary by the Department.

6. BID SECURITY:

6.1 Each Bid shall be accompanied by Bid Security made payable to Owner in the amount equal to five percent (5%) of the Bidder's maximum Bid Price. Bid Security shall be cashier's check or Bid Bond issued by Surety meeting requirements contained in paragraph 24 below. **Bid bond should be on County provided form found in the bid package.** Failure to use County forms may constitute a non-responsive bid and shall be rejected.

6.2 Bid Security for Successful Bidder will be retained until Bidder has executed Agreement and furnished required payment and performance bonds. If Successful Bidder fails to furnish the qualifications submittals or fails to execute and deliver Agreement and furnish required Payment and Performance Bonds within fifteen (15) calendar days after Notice of Award, Owner may annul Notice of Award and Bidder's Bid Security will be forfeited.

In accordance with O.C.G.A §36-91-50, Bid Security may be retained by Owner until the sixty-first (61st) day after Bid opening, unless the bidder provides written notice to the County prior to the scheduled expiration date that the bid will be extended for a time period specified by the County. If Notice of Award is issued within sixty (60) calendar days after Bid opening, Bid Security for Bidder receiving Notice of Award may be retained by Owner up to sixty (60) calendar days after Notice of Award.

6.3 Bid Bond shall be issued by company having a registered agent in State of Georgia and shall comply with the additional requirements of paragraph 24 below.

7. CONTRACT TIME:

The Work shall be completed within **300 (Substantial) / 330 (Final)** consecutive calendar days.

8. EXAMINATION OF BID PLANS AND SPECIFICATIONS:

Bidders are advised to carefully examine the Bid Plans and Specifications for the proposed Work. The Bid Plans indicate the surface and underground structures likely to affect the prosecution of the Work insofar as they have been determined, but the information indicated is not guaranteed as being correct and complete. Bidders are expected to examine the Bid Plans and the location of the Work, verify all information

BID FORM

BID NUMBER: BL040-25

BID DATE: AUGUST 15, 2025

COMPANY NAME: _____

BIDDER'S SIGNATURE: _____

Undersigned Bidder states (he/she/they) (is a/are) citizen(s) of the United States and all partners, associates, or principals interested herein are citizens of the United States, except: (Give full names and addresses):

Undersigned Bidder submitting this Bid certifies and affirms that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against Gwinnett County or any person interested in the proposed Contract; and that all statements contained in said Bid are true, and further, that such Bidder has not directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no member of Owner or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor the Contract or any part of the Contract which may be awarded the undersigned Bidder on the basis of such Bid.

The undersigned bidder acknowledges the requirements of the Plans and Specifications For the Lester Woods / Woodview Drive Water Main Replacements. It is further understood that the above quantities are approximate, are solely for the purpose of comparing proposals, and are not represented by the Owner as an accurate statement of the actual work to be performed under the Contract.

The Bidder agrees to complete the Contract awarded within **300 (Substantial) / 330 (Final)** consecutive calendar days for completion" from the date of the "Notice to Proceed" and he further agrees that the owner may retain from the monies which may become due the amount of **\$1,000.00 (Substantial) / \$500.00 (Final)** per day for each and every day that the completion of the work may be delayed.

Gwinnett County requires that all Contracts between parties be entered into via the following documents. If any exceptions are taken to any part of this document, each must be stated in detail and submitted as part of your bid document. If no exceptions are noted, it is assumed that the party fully agrees to the contract in its entirety. Exceptions to the sample contract provided in this request for bid will be considered in terms of responsiveness when making award.

**SAMPLE AGREEMENT
ONE-TIME CONSTRUCTION CONTRACT**

BL040-25

THIS AGREEMENT is by and between Gwinnett County, Georgia (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Replacement of existing water mains with 8-inch DIP in Lester Woods and Woodview Drive communities on Lester Woods Drive, Lester Woods Court, Landress Way, Chaney Court, Mae Belle Way, Gaston Court, Cutler Drive, Willow Cove, Woodview Drive, Windmill Pointe, Brookshire Place, and Somerset Court.

ARTICLE 2 - THE PROJECT

The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

BL040-25, Lester Woods / Woodview Drive Water Main Replacements, M-1397

ARTICLE 3 - ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Prime Engineering, Inc. (“Designer”).

3.02 The Owner has retained Prime Engineering, Inc. (“Engineer”) 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 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. 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.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 300 consecutive calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 330 consecutive calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties 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 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):
 1. Substantial Completion: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid on the Bid Form, attached hereto as an exhibit.
 - B. For Unit Price Work, Extended Prices set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner 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 thirty (30) days following date of Pay Application each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage).; and
 - b. 95 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 set off by Owner pursuant to Paragraph 14.02.B.5 of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

- 7.01 All amounts not paid when due shall bear interest at the current market rate, in accordance with Paragraph 14.02.A.3.c of the General Conditions.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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 Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; 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, if any, 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; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.

- G. 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.
- H. 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.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance Bond.
 - 3. Payment Bond.
 - 4. Bid Bond.
 - 5. General Conditions.
 - 6. Supplementary Conditions.
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached, but incorporated by reference) consisting of 58 sheets with each sheet bearing the following general title: Lester Woods / Woodview Drive Water Main Replacements
 - 9. Addenda (numbers 1 to , inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice of Bid.
 - b. Contractor's Bid Form.
 - c. Supplemental Specifications.
 - d. Certificate of Liability Insurance.
 - e. Contractor Affidavits.
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.

- c. Change Orders.
- d. Field 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 only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, 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, money that may become due and money that is 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.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 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.

10.05 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 any thing 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.

10.06 *Other Provisions*

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by National Society of Professional Engineers for the Engineers Joint Contract Documents Committee® with Gwinnett County DWR Modifications 06-01-16, Owner is the party that has furnished said General Conditions, and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

OWNER:

WINNETT COUNTY, GEORGIA

By: _____

Attest: _____

Approved As To Form:

CONTRACTOR:

Print Company Name

By: _____
(Signature)

Print Name and Title

Attest: _____
(Signature)

Print Name and Title

(SEAL)