

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and _____ McLendon Enterprises, Inc. _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **an estimated 25 Miles of milling, road resurfacing, striping, RPM installation and traffic signage** as further described below.

1.01 *The Project*

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **ITB No. 21-25-005– 2021 Road Resurfacing Project**

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by Effingham County Engineering Department, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Days to Achieve Completion and Final Payment*

3.03 *The Work will be completed within **240** calendar days after the date of the Notice to Proceed.*

ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration 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), Contractor shall pay Owner **\$500** for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01 A, below: *For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:*

PROJECT 1 – 2021 LMIG

Sandhill Road from Blue Jay Road to Allison Road 11,128 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$18,119.12	\$18,119.12
210-0200	GRADING PER MILE	LM	2.10	\$4,445.21	\$9,334.94
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	1552	\$82.03	\$127,310.56
402-3130	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	3923	\$71.68	\$281,200.64
413-1000	BITUMINUS TACK COAT	GL	6899	\$0.01	\$68.99
654-1001	RAISED PVMT MARKERS, TP1	EA	278	\$5.00	\$1,390.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	SF	32	\$21.00	\$672.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	30	\$23.00	\$690.00
636-2070	GALV STEEL POSTS, TP7	EA	13	\$150.00	\$1,950.00
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	22,176	\$0.20	\$4,435.20
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	9,690	\$0.20	\$1,938.00
652-6502	SKIP TRAFFIC STRIPE, 5 IN YELLOW	GLF	8,140	\$0.12	\$976.80
653-1706	THERMOPLASTIC SOLD TRAF STRIPE, 24IN, YELLOW	LF	150	\$9.00	\$1,350.00
Total Bid– Sandhill Road		LINE 415-5000 REMOVED FROM CONTRACT \$322,125.69			\$489,436.25

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Lexington Avenue Extension, 10,295 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$55,000.00	\$55,000.00
210-0200	GRADING PER MILE	LM	1.95	\$4,561.36	\$8,894.65
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	21734	\$1.00	\$21,734.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	978	\$82.03	\$80,225.34
402-3130	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	2425	\$71.68	\$173,824.00
413-1000	BITUMINUS TACK COAT	GL	4347	\$0.01	\$43.47
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	36	\$20.00	\$720.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	\$23.00	\$115.00
636-2070	GALV STEEL POSTS, TP7	EA	13	\$150.00	\$1,950.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	20,590	\$0.20	\$4,118.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	10	\$9.00	\$90.00
Total Bid– Lexington Avenue Extension					\$346,714.46

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Exley Loop, 4,996 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$17,818.37	\$17,818.37
210-0200	GRADING PER MILE	LM	0.95	\$4,561.36	\$4,333.29
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	11657	\$1.00	\$11,657.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	525	\$82.03	\$43,065.75
402-3130	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	993	\$71.68	\$71,178.24
413-1000	BITUMINUS TACK COAT	GL	2331	\$0.01	\$23.31
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	6	\$20.00	\$120.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	10	\$23.00	\$230.00
636-2070	GALV STEEL POSTS, TP7	EA	4	\$150.00	\$600.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	9,992	\$2.00	\$19,984.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	21	\$9.00	\$189.00
Total Bid-- Exley Loop					\$169,198.96

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Center Drive, 2,284 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$9,336.62	\$9,336.62
210-0200	GRADING PER MILE	LM	0.44	\$4,561.36	\$2,007.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	5076	\$1.00	\$5,076.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	228	\$82.03	\$18,702.84
402-3130	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	434	\$71.68	\$31,109.12
413-1000	BITUMINUS TACK COAT	GL	1015	\$0.01	\$10.15
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	6	\$20.00	\$120.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	10	\$23.00	\$230.00
636-2070	GALV STEEL POSTS, TP7	EA	4	\$150.00	\$600.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	4,568	\$0.20	\$913.60
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	20	\$9.00	\$180.00
Total Bid– Center Drive					\$68,285.33

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Old Louisville Road from Hwy 119 to Beauregard 6,336 Linear Feet (2 Foot Widening)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$58,000.00	\$58,000.00
205-0001	UNCLASS EXCAV	CY	650.00	\$29.37	\$19,090.50
210-0200	GRADING PER MILE	LM	1.20	\$4,561.36	\$5,473.63
310-5080	GR AGGR BASE CRS, 8 INCH, INCL MATL	SY	1408	\$21.26	\$29,934.08
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (440 LB/SY)	TN	60	\$185.09	\$11,105.40
402-3130	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	1918	\$71.68	\$137,482.24
402-3190	2 IN RECYCLED ASPH. CONC 19 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	13	\$170.00	\$2,210.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	15488	\$1.00	\$15,488.00
413-1000	BITUMINUS TACK COAT	GL	3098	\$0.01	\$30.98
564-1001	RAISED PVMT MARKERS, TP1	EA	165	\$5.00	\$825.00
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	5	\$20.00	\$100.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	SF	6	\$21.00	\$126.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	18	\$23.00	\$414.00
636-2070	GALV STEEL POSTS, TP7	EA	9	\$150.00	\$1,350.00
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	12,672	\$0.20	\$2,534.40
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	1,200	\$0.20	\$240.00
652-6502	SKIP TRAFFIC STRIPE, 5 IN YELLOW	GLF	6,365	\$0.12	\$763.80
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	14	\$9.00	\$126.00
Total Bid-- Old Louisville Road					\$285,294.03

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LITTLE MCCALL RD FROM HWY 119 TO ABBEY LN DR 10,680 LINEAR FEET (26 FEET WIDTH)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$ 30,000.00	\$30,000.00
210-0200	GRADING PER MILE	LM	2.00	\$ 4,445.21	\$8,890.42
402-1802	RECYCLED ASPH CONC PATCHING INCL BITUM MATL & H LIME (440 LB/SY)	TN	150	\$ 185.09	\$27,763.50
401-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	50	\$ 95.00	\$4,750.00
402-3130	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	3310	\$ 71.68	\$237,260.80
413-1000	BITUMINUS TACK COAT	GL	5933	\$ 3.00	\$17,799.00
654-1001	RAISED PVMT MARKERS, TP1	EA	228	\$ 5.00	\$1,140.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	SF	32	\$ 21.00	\$672.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	30	\$ 23.00	\$690.00
636-2070	GALV STEEL POSTS, TP7	EA	13	\$ 150.00	\$1,950.00
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	21,360	\$ 0.20	\$4,272.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	14,595	\$ 0.20	\$2,919.00
652-6502	SKIP TRAFFIC STRIPE, 5 IN YELLOW	GLF	5,655	\$ 0.12	\$678.60
653-1704	THERMOPLASTIC SOLD TRAF STRIPE, 24IN, WHITE	LF	14	\$ 9.00	\$126.00
LITTLE MCCALL RD					\$338,911.32

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PROJECT 2 – TSPLOST

Beecher Drive, 5,909 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$21,246.83	\$21,246.83
210-0200	GRADING PER MILE	LM	1.12	\$4,561.36	\$5,108.72
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	13379	\$1.00	\$13,379.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	602	\$82.03	\$49,382.06
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	1128	\$71.68	\$80,855.04
413-1000	BITUMINUS TACK COAT	GL	2676	\$0.01	\$26.76
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	\$20.00	\$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	\$23.00	\$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	\$150.00	\$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	11,818	\$0.20	\$2,363.60
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	10	\$9.00	\$90.00
Total Bid– Beecher Drive					\$172,927.01

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Red Maple Drive, 1,013 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$6,973.23	\$6,973.23
210-0200	GRADING PER MILE	LM	0.19	\$4,561.36	\$866.66
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	2608	\$1.00	\$2,608.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	117	\$82.03	\$9,597.51
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	220	\$71.68	\$15,769.60
413-1000	BITUMINUS TACK COAT	GL	522	\$0.01	\$5.22
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	\$20.00	\$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	\$23.00	\$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	\$150.00	\$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	2,026	\$0.20	\$405.20
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	11	\$9.00	\$99.00
Total Bid- Red Maple Drive					\$36,799.42

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Timbergate Lane, 2,825 Linear Feet

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$13,830.14	\$13,830.14
210-0200	GRADING PER MILE	LM	0.54	\$4,561.36	\$2,463.13
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	7146	\$1.00	\$7,146.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	322	\$82.03	\$26,413.66
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	604	\$70.42	\$42,533.68
413-1000	BITUMINUS TACK COAT	GL	1429	\$0.01	\$14.29
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	\$20.00	\$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	\$23.00	\$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	\$150.00	\$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	5,650	\$0.20	\$1,130.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	0	\$9.00	\$0.00
Total Bid– Timbergate Lane					\$94,005.90

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Timbergate Drive, 567 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$6,086.96	\$6,086.96
210-0200	GRADING PER MILE	LM	0.11	\$4,561.36	\$501.75
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	1386	\$1.00	\$1,386.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	62	\$82.03	\$5,085.86
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	114	\$71.68	\$8,171.52
413-1000	BITUMINUS TACK COAT	GL	277	\$0.01	\$2.77
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	\$20.00	\$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	\$23.00	\$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	\$150.00	\$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	1,134	\$0.20	\$226.80
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	22	\$9.00	\$198.00
Total Bid– Timbergate Drive					\$22,134.66

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Timbergate Trail, 2,103 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$10,697.11	\$10,697.11
210-0200	GRADING PER MILE	LM	0.40	\$4,561.36	\$1,824.54
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	5381	\$1.00	\$5,381.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	242	\$82.03	\$19,851.26
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	454	\$71.68	\$32,542.72
413-1000	BITUMINUS TACK COAT	GL	1076	\$0.01	\$10.76
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	\$20.00	\$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	\$23.00	\$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	\$150.00	\$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	4,206	\$0.20	\$841.20
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	0	\$9.00	\$0.00
Total Bid– Timbergate Trail					\$71,623.59

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Abercorn Road, 3,506 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$15,159.55	\$15,159.55
210-0200	GRADING PER MILE	LM	0.67	\$4,561.36	\$3,056.11
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	7791	\$1.00	\$7,791.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	351	\$82.03	\$28,792.53
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	648	\$71.68	\$46,448.64
413-1000	BITUMINUS TACK COAT	GL	1558	\$0.01	\$15.58
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	\$20.00	\$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	\$23.00	\$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	\$150.00	\$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	7,012	\$0.20	\$1,402.40
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	10	\$0.00	\$0.00
Total Bid– Abercorn Road					\$103,140.81

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Abercorn Landing Road, 631 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$8,038.29	\$8,038.29
210-0200	GRADING PER MILE	LM	0.12	\$4,561.36	\$547.36
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	2273	\$1.00	\$2,273.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	102	\$82.03	\$8,367.06
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	188	\$71.68	\$13,475.84
413-1000	BITUMINUS TACK COAT	GL	455	\$0.01	\$4.55
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	\$20.00	\$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	\$23.00	\$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	\$150.00	\$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	1,262	\$0.20	\$252.40
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	11	\$9.00	\$99.00
Total Bid– Abercorn Landing Road					\$33,532.50

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Mill Pond Road, 11,415 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$38,505.74	\$38,505.74
210-0200	GRADING PER MILE	LM	2.16	\$4,561.36	\$9,852.54
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	27903	\$1.00	\$27,903.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	1256	\$82.03	\$103,029.68
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	2324	\$71.68	\$166,584.32
413-1000	BITUMINUS TACK COAT	GL	5581	\$0.01	\$55.81
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	36	\$20.00	\$720.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	10	\$23.00	\$230.00
636-2070	GALV STEEL POSTS, TP7	EA	14	\$150.00	\$2,100.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	22,830	\$0.20	\$4,566.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	11	\$9.00	\$99.00
Total Bid– Mill Pond Road					\$353,646.09

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Waldhour Road, 5,578 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$22,459.60	\$22,459.60
210-0200	GRADING PER MILE	LM	1.06	\$4,561.36	\$4,835.04
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	13635	\$1.00	\$13,635.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	614	\$82.03	\$50,366.42
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	1155	\$71.68	\$82,790.40
413-1000	BITUMINUS TACK COAT	GL	2727	\$0.01	\$27.27
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	6	\$20.00	\$120.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	10	\$23.00	\$230.00
636-2070	GALV STEEL POSTS, TP7	EA	4	\$150.00	\$600.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	11,156	\$0.20	\$2,231.20
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	11	\$9.00	\$99.00
Total Bid– Waldhour Road					\$177,393.93

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Long Pond Road, 5,758 Linear Feet

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$22,902.74	\$22,902.74
210-0200	GRADING PER MILE	LM	1.06	\$4,561.36	\$4,835.04
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	12156	\$1.00	\$12,156.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	547	\$82.03	\$44,870.41
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	1019	\$71.68	\$73,041.92
413-1000	BITUMINUS TACK COAT	GL	2431	\$0.01	\$24.31
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	\$20.00	\$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	\$23.00	\$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	\$150.00	\$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	11,516	\$0.20	\$2,303.20
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	29	\$9.00	\$261.00
Total Bid– Long Pond Road					\$160,869.62

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Edgewood Road, 3,271 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$16,520.04	\$16,520.04
210-0200	GRADING PER MILE	LM	1.12	\$3,255.54	\$3,646.20
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	8788	\$1.00	\$8,788.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	395	\$82.03	\$32,401.85
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	741	\$71.68	\$53,114.88
413-1000	BITUMINUS TACK COAT	GL	1758	\$0.01	\$17.58
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	\$20.00	\$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	\$23.00	\$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	\$150.00	\$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	6,542	\$0.20	\$1,308.40
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	12	\$9.00	\$108.00
Total Bid-- Edgewood Road					\$116,379.95

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Zettler Loop Road, 3,586 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$41,000.00	\$41,000.00
210-0200	GRADING PER MILE	LM	0.68	\$4,561.36	\$3,101.72
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	8367	\$1.00	\$8,367.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	377	\$82.03	\$30,925.31
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	717	\$71.68	\$51,394.56
413-1000	BITUMINUS TACK COAT	GL	1673	\$0.01	\$16.73
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	6	\$20.00	\$120.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	10	\$23.00	\$230.00
636-2070	GALV STEEL POSTS, TP7	EA	4	\$150.00	\$600.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	7,172	\$0.20	\$1,434.40
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	21	\$9.00	\$189.00
Total Bid– Zettler Loop Road					\$137,378.72

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Harley Road, 1,677 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$9,958.55	\$9,958.55
210-0200	GRADING PER MILE	LM	0.32	\$4,561.36	\$1,459.64
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	4099	\$1.00	\$4,099.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	184	\$82.03	\$15,093.52
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	349	\$71.68	\$25,016.32
413-1000	BITUMINUS TACK COAT	GL	820	\$0.01	\$8.20
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	\$20.00	\$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	\$23.00	\$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	\$150.00	\$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	3,354	\$0.20	\$670.80
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	11	\$9.00	\$99.00
Total Bid-- Harley Road					\$56,880.03

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Kelly Drive, 1,592 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$9,810.84	\$9,810.84
210-0200	GRADING PER MILE	LM	0.30	\$4,561.36	\$1,368.41
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	3538	\$1.00	\$3,538.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	159	\$82.03	\$13,042.77
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	303	\$71.68	\$21,719.04
413-1000	BITUMINUS TACK COAT	GL	708	\$0.01	\$7.08
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	\$20.00	\$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	\$23.00	\$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	\$150.00	\$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	3,184	\$0.20	\$636.80
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	10	\$9.00	\$90.00
Total Bid-- Kelly Drive					\$50,687.94

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Robin Road, 780 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$10,183.94	\$10,183.94
210-0200	GRADING PER MILE	LM	0.15	\$4,561.36	\$684.20
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	1841	\$1.00	\$1,841.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	83	\$82.03	\$6,808.49
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	159	\$71.68	\$11,397.12
413-1000	BITUMINUS TACK COAT	GL	368	\$0.01	\$3.68
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	\$20.00	\$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	\$23.00	\$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	\$150.00	\$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	1,560	\$0.20	\$312.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	10	\$9.00	\$90.00
Total Bid– Robin Road					\$31,795.43

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George Road, 2,473 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$13,239.29	\$13,239.29
210-0200	GRADING PER MILE	LM	0.47	\$4,561.36	\$2,143.84
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	5629	\$1.00	\$5,629.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	253	\$82.03	\$20,753.59
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	482	\$71.68	\$34,549.76
413-1000	BITUMINUS TACK COAT	GL	1126	\$0.01	\$11.26
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	\$20.00	\$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	\$23.00	\$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	\$150.00	\$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	4,946	\$0.20	\$989.20
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	10	\$9.00	\$90.00
Total Bid– George Road					\$77,880.94

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Mount Pleasant Road, 8,918 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$16,764.94	\$16,764.94
210-0200	GRADING PER MILE	LM	1.69	\$4,561.36	\$7,708.70
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	18827	\$1.00	\$18,827.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	847	\$82.03	\$69,479.41
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	1597	\$71.68	\$114,472.96
413-1000	BITUMINUS TACK COAT	GL	3765	\$0.01	\$37.65
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	30	\$20.00	\$600.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	10	\$23.00	\$230.00
636-2070	GALV STEEL POSTS, TP7	EA	12	\$150.00	\$1,800.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	17,836	\$0.20	\$3,567.20
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	19	\$9.00	\$171.00
Total Bid– Mount Pleasant Road					\$233,658.86

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Railroad Avenue, 3,011 Linear Feet

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$14,273.28	\$14,273.28
210-0200	GRADING PER MILE	LM	0.57	\$4,561.36	\$2,599.98
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	6357	\$1.00	\$6,357.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	286	\$82.03	\$23,460.58
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	538	\$71.68	\$38,563.84
413-1000	BITUMINUS TACK COAT	GL	1271	\$0.01	\$12.71
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	12	\$20.00	\$240.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	10	\$23.00	\$230.00
636-2070	GALV STEEL POSTS, TP7	EA	6	\$150.00	\$900.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	6,022	\$0.20	\$1,204.40
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	19	\$9.00	\$171.00
Total Bid- Railroad Avenue					\$88,012.79

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Reiser Road, 4,813 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$ 17,522.94	\$ 17,522.94
210-0200	GRADING PER MILE	LM	0.91	\$ 4,561.36	\$ 4,150.84
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	10236	\$ 1.00	\$ 10,236.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	461	\$ 82.03	\$ 37,815.83
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	864	\$ 71.68	\$ 61,931.52
413-1000	BITUMINUS TACK COAT	GL	2047	\$ 0.01	\$ 20.47
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	6	\$ 20.00	\$ 120.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	10	\$ 23.00	\$ 230.00
636-2070	GALV STEEL POSTS, TP7	EA	6	\$ 150.00	\$ 900.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	9,626	\$ 0.20	\$ 1,925.20
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	19	\$ 9.00	\$ 171.00
Total Bid– Reiser Road					\$ 135,023.80

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Old Augusta Road from Rincon Stillwell Road to Fort Howard Road 13,000 Linear Feet					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$293,000.00	\$293,000.00
210-0200	GRADING PER MILE	LM	2.46	\$4,561.36	\$11,220.95
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, BITUM MATL & H LIME	TN	2070	\$82.03	\$169,802.10
402-3130	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	3795	\$71.68	\$272,025.60
413-1000	BITUMINUS TACK COAT	GL	9200	\$0.01	\$92.00
654-1001	RAISED PVMT MARKERS, TP1	EA	370	\$5.00	\$1,850.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	SF	32	\$21.00	\$672.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	30	\$23.00	\$690.00
636-2070	GALV STEEL POSTS, TP7	EA	13	\$150.00	\$1,950.00
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	23,876	\$0.20	\$4,775.20
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	9,690	\$0.20	\$1,938.00
652-6502	SKIP TRAFFIC STRIPE, 5 IN YELLOW	GLF	8,140	\$0.12	\$976.80
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	2	\$500.00	\$1,000.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP2	EA	17	\$75.00	\$1,275.00
653-1706	THERMOPLASTIC SOLD TRAF STRIPE, 24IN, YELLOW	LF	230	\$9.00	\$2,070.00
Total Bid– Old Augusta Road S					\$763,337.65

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ALTERNATE NO. 1 – Misc. Striping and Pavement Marking Removal					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$3,500.00	\$3,500.00
564-1001	RAISED PVMT MARKERS, TP 1	EA	3,500	\$5.00	\$17,500.00
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	60,000	\$0.20	\$12,000.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	30,000	\$0.20	\$6,000.00
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	LF	30,000	\$0.12	\$3,600.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	50	\$9.00	\$450.00
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	4	\$500.00	\$2,000.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP2	EA	10	\$75.00	\$750.00
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	50	\$20.00	\$1,000.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	SF	350	\$21.00	\$7,350.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	50	\$23.00	\$1,150.00
636-2070	GALV STEEL POSTS, TP7	EA	150	\$150.00	\$22,500.00
Total Bid– ALTERNATE NO. 1					\$77,800.00

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ALTERNATE NO. 2 – Labrador Lane Cul-de-sac

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000.00
413-1000	BITUMINUS TACK COAT	GL	110	\$4.50	\$495.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	30	\$1.00	\$30.00
402-3130	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	124	\$125.00	\$15,500.00
Total Bid– ALTERNATE NO. 2 Labrador Lane Cul-de-sac					\$18,025.00

Labrador Lane Scope: Overlaying approximately half of cul-de-sac with 2 inch asphalt and regrading approximately half of cul-de-sac to match proposed elevations in order to create positive drainage flow around the cul-de-sac. Shoulder regrading to be performed by County staff.

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 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Section 1.30 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the **1st** of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.

a. **90** percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the Engineer, the County will

retain 10% of the gross value of the completed work as indicated by the current estimate approved by the Engineer. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Section 1.30 of The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of 1 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 33, inclusive).

2. General Conditions (pages 1 to 7, inclusive).
 3. Supplemental Conditions (pages 1 to 9 inclusive).
 4. Specifications as listed in the table of contents of the Project Manual.
 5. Addenda (numbers 2 to 2, inclusive).
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 65 inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 62, inclusive).
 7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
- A Field Order;
1. A/E's approval of a Shop Drawing or Sample; or
 2. A/E's written interpretation or clarification.

ARTICLE 10 – COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

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

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

ARTICLE 11 – INDEMNIFICATION

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

other rights of any person or persons caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or other persons or entities employed or utilized by the CONTRACTOR in the performance of the contract. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

ARTICLE 12 – INDEPENDENT CONTRACTOR

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

ARTICLE 13 – MISCELLANEOUS

13.01 Terms

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

13.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound;

- B. and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03 *Successors and Assigns*

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

13.04 *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 County 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.

13.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County 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 County, 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.

ITB No. 21-25-005 – 2021 Road Resurfacing Project

IN WITNESS WHEREOF, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

This Agreement will be effective on July 29, 2021 (which is the Effective Date of the Agreement).
CWL

COUNTY:

Effingham County Board of Commissioners

By: *Wesley M. Cabell*

Title: Chairman

CONTRACTOR:

McLendon Enterprises, Inc.

By: *Daniel M. M...*

Title: *V.P.*



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

Attest: *S. Johnson*

Title: County Clerk

Address for giving notices:

601 N. Laurel Street
Springfield, GA 31329

Attest: *[Signature]*

Title: *Contract Administrator*

Address for giving notices:

2365 Airwell Road
Vidalia, GA 30474

NOTICE TO PROCEED

TO: McLendon Enterprises, Inc.

RE: NOTICE TO PROCEED – CONSTRUCTION

ITB No. 21-25-005 - 2021 Road Resurfacing Project

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within ten (10) days of receipt of the Notice to Proceed and to be completed within 240 calendar days from that time. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquated” damages in an amount equal to \$500.00 per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this 29th day of July, 2021 *EWL*

Effingham County Board of Commissioners

Wesley Corbitt

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: McLendon Enterprises, Inc.

By: *[Signature]*

Title: V.P.

Date of Acceptance: July 29, 2021

EWL

