

ADDENDUM NO. 3
2023 Paving Program
May 31st, 2023
BOARD OF COUNTY COMMISIONERS
ELKHART COUNTY, INDIANA

TO: All bidders and others to whom Bid Documents for the above referenced Project have been issued.

The items included in this Addendum are to become a part of the original Bid Documents as if included therein. Only these items are to be altered. The remainder of the original bid documents maintains validity in their entirety.

ARTICLE 3 – THE CONTRACT PRICE **beginning on page 59 is revised as follows:**

The Owner will pay the Contractor for the performance of the Work subject to additions and deductions provided herein, in current funds, and per applicable Indiana law and the required procedures for payments by Owner, the sum of \$_____. **The Contractor shall start the Work on or after **June 19th, 2023**. Items R1, R2, R3, R6, R9, EC1, EC2, EC3, and EC4, and shall be substantially complete by **November 3rd 2023** and receive final acceptance on or before **December 1st 2023**. Items R4, R5, R7, R8, R10, and R11 shall be substantially complete by **June 28th 2024** and receive final acceptance by **July 26th 2024**. Any Work remaining to be completed after the respective substantial completion or final acceptance dates listed above for any item shall be subject to the following liquidates damages:**

For each and every day Work contemplated in this Agreement fails to achieve substantial completion, beyond the substantial completion date herein established or final acceptance has not been received by the final acceptance date herein established, Contractor shall owe and pay to Owner the sum of \$1000.00 dollars per day, as liquidated damages and not as penalty. In

establishing said \$1000.00 dollars sum per day as and for liquidated damages owed by the Contractor to Owner, the parties hereto stipulate and agree that the actual damages that would be suffered by Owner because of the failure of Contractor to timely complete the Work contemplated are indefinite and uncertain; however, the parties hereto stipulate that the sum herein established is a reasonable estimate by the parties of the probably damages to be suffered by the Owner upon the failure of the Contractor to timely complete the Work contemplated. The liquidated damages herein established shall be deducted daily from the Contract Price herein established, thereby reducing the same for the total amount of liquidated damages as herein stipulated, and hence reducing payments of the Contract Price Owner would otherwise make. If an intermediate date is specified for one or more of the items or phases of the contract, liquidated damages will apply for that particular item or phase as if the intermediate date specified for said item or phase is conclusion of said portion of project or contract.

SP2 – TIME OF COMPLETION is revised as follows:

1. GENERAL

Work on this Contract shall not begin prior to notice to proceed. The Contractor shall begin on or after **JUNE 19TH, 2023**. Items R1, R2, R3, R6, R9, EC1, EC2, EC3, and EC4, and shall be substantially complete by **November 3rd 2023** and receive final acceptance on or before **December 1st 2023**. Items R4, R5, R7, R8, R10, and R11 shall be substantially complete by **June 28th 2024** and receive final acceptance by **July 26th 2024**.

This completion date is a 'fixed calendar date' as defined by INDOT Standard Specifications section 108

Determination and Extension of Contract Time for Completion and Failure to Complete on Time shall be in accordance with the Agreement and all applicable requirements of 108.08 and 108.09 respectively, and modified as follows.

If an intermediate date is specified for one or more of the items or phases of the contract, liquidated damages will apply for that particular item or phase as if the intermediate date specified for said item or phase is the conclusion of said portion of project or contract.

No extension of Contract Time shall be allowed for weather or changes in quantities placed.

Changes in Contract Time will only be considered if requested in writing by the Contractor in accordance with Article 10 of the General Conditions.

The Contractor shall notify the Owner at least two (2) weeks in advance of his intention to perform any Work on the project. The contractor shall give the owner/inspector updated schedules of work on a weekly basis or as the schedule changes. The Contractor shall also notify the appropriate agencies of his intention to close any County Road in connection with the project. See ROAD CLOSING REQUIREMENTS.

Note that "Road Construction Ahead" signage shall be installed prior to any other work, and shall be removed only upon final acceptance of the project or initial acceptance of the segment for paving packages. These signs shall be checked on a daily basis and promptly reset as needed.

Substantial completion of a road segment is defined as the full planned width of the final course of asphalt has been placed and is ready for traffic, shoulders have been applied, driveway approaches are completed, any required grading is complete, and final striping has been placed.

Final Inspection may be done on a per segment basis. When a particular segment is completed, a final inspection may be requested and final acceptance granted for that particular segment.

Final Acceptance of a road segment is defined as the full planned width of the final course of asphalt has been placed and is ready for traffic, shoulders have been applied, driveway approaches are completed, any required grading is complete, final striping has been placed, construction signs and construction debris removed, pre-final inspection punch list items have been completed and final inspection has been granted.

Project Completion will be assessed by the following criteria, the full planned width of the final course of asphalt has been placed and is ready for traffic, shoulders have been applied, driveway approaches are completed, any required grading is complete, final striping has been placed, construction signs and construction debris removed, pre-final inspection punch list items have been completed, final inspection has been granted and all contract line items are completed. Time extension may be granted on any work items added through change order or outside of contract.