



1600 Battle Creek Road  
Morrow, GA 30260

## Tara Boulevard Storm Drain Rehabilitation

### ADDENDUM NO. 1

<b>Date</b>	Monday, February 3, 2025
<b>Bid Number</b>	2025-SW-01
<b>Pre-Bid Meeting</b>	Wednesday, February 19, 2025 at 10:00 a.m. local time
<b>Bid Opening</b>	Wednesday, March 19, 2025 at 2:00 p.m. local time

ADDENDUM MUST BE SIGNED AND INCLUDED IN YOUR BID SUBMITTAL

## SECTION 00 91 13.01

### ADDENDUM NO. 1

#### PART 1 – REVISIONS TO THE PROJECT MANUAL

The following REVISIONS shall be incorporated into the PROJECT MANUAL for the above-referenced project:

- A. Section 00 11 16 Advertisement for Competitive Sealed Bid
  - 1. Replace Section 00 11 16 Advertisement for Competitive Sealed Bid in its entirety with revised Section attached to this Addendum.
- B. Section 00 21 13 Instructions to Bidders
  - 1. Replace Section 00 21 13 Instructions to Bidders in its entirety with revised Section attached to this Addendum.

**All other terms and conditions of the PROJECT MANUAL remain unchanged.**

#### PART 2 – REVISIONS TO THE DRAWINGS

The following REVISIONS shall be incorporated into the DRAWINGS for the above-referenced project:

- A. NONE in this Addendum

**All other terms and conditions of the DRAWINGS remain unchanged.**



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### PART 3 – QUESTIONS AND ANSWERS

The following QUESTIONS and ANSWERS shall be incorporated into the PROJECT MANUAL for the above-referenced project:

**Q1: Does the work proposed involve trenchless solutions such as CIPP lining and/or MH rehabilitation?**

**A1:** No, the scope of work for this project does not include trenchless technologies.

### PART 4 – ADDITIONAL INFORMATION

A. Bid documents are available at <https://www.questcdn.com> for download and printing access.

1. The searchable eBidDoc# (i.e. Quest Number) is 9521569.

2. Direct link at:

[https://www.questcdn.com/cdn/posting/9521569/?path=309,332&search\\_id=](https://www.questcdn.com/cdn/posting/9521569/?path=309,332&search_id=).

B. Drone footage of the Project Site is available at <https://www.ccwa.us/procurement/> and at <https://www.questcdn.com> upon the release of this Addendum.

### PART 5 – ATTACHMENTS

A. Section 00 11 16 Advertisement for Competitive Sealed Bid, revised Addendum No. 1

B. Section 00 21 13 Instructions to Bidders, revised Addendum No. 1

**END OF SECTION**

**Acknowledgment of receipt of this addendum must be signed and included in your bid submittal.**



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<b>Company Name</b>	
<b>Signature</b>	
<b>Date</b>	



**SECTION 00 11 16**  
**ADVERTISEMENT FOR COMPETITIVE SEALED BID**

Clayton County Water Authority  
1600 Battle Creek Road  
Morrow, Georgia 30260

Name of Project: **Tara Blvd. Storm Drain Rehabilitation**

Separate sealed Bids for the construction of **Tara Blvd. Storm Drain Rehabilitation** will be received by the Clayton County Water Authority (CCWA) at 1600 Battle Creek Road, Morrow, Georgia 30260 until 2:00 p.m. local time, the ~~19~~<sup>12</sup>**th day of March 2025**, and then at said office opened and read aloud. Any bids received after the specified time will not be considered.

A non-mandatory pre-bid conference for the Project will be held on **Wednesday, February 19, 2025** at 10:00 a.m. local time to discuss the Project. The meeting will be held at the CCWA Marie Barber Community Room at 1600 Battle Creek Road, Morrow, GA 30260. A virtual option will be provided via Microsoft Teams using the login information below. Attendance at the pre-bid conference is encouraged but not required.

Pre-Bid and Bid Opening Virtual Meeting – Microsoft Teams  
Meeting ID: 255 359 269 077  
Passcode: qf7Ea6d8  
Dial in by phone  
+1 912-483-5368,,675727901# United States, Savannah  
Phone conference ID: 675 727 901#

A non-mandatory site visit will follow the pre-bid conference on the same date. The non-mandatory site visit will take place at 8415 Tara Blvd, Jonesboro, GA 30236 at 1:00 p.m. local time.

The Project includes, but is not limited to, the following:

- A: Replacement and repair of a failed stormwater culvert. This portion of the work includes:
  - a. Removal of remaining pieces of failed CMP stormwater culvert.
  - b. One (1) reinforced concrete drainage structure with manhole riser connecting existing box culvert to proposed 8' x 8' box culvert.
  - c. Approximately 50 linear feet of 8' x 8' reinforced concrete box culvert.
  - d. Reinforced concrete headwall and riprap channel lining at proposed culvert outlet.
  - e. Approximately 300 linear feet of excavated stormwater open channel.
  - f. The work includes activity in and adjacent to a sinkhole/washout area located at the point of culvert failure.
- B: Demolition of an existing, one-story commercial building.
- C: Temporary and permanent erosion and sediment control BMPs.

The Bidding Documents, consisting of Advertisement for Competitive Sealed Bid, Instructions to Bidders, Bid Form, Bid Bond, Construction Contract, Performance Bond, Payment Bond, General and Supplementary Conditions, Specifications, Drawings, and Addenda may be examined at the main offices of the Owner at 1600 Battle Creek Road, Morrow, Georgia.

Copies of Bidding Documents are available at <https://www.questcdn.com> (Direct Project Link: [https://www.questcdn.com/cdn/posting/9521569/?path=309.332&search\\_id=](https://www.questcdn.com/cdn/posting/9521569/?path=309.332&search_id=)) upon payment of ~~\$22.00~~~~45.00~~, nonrefundable, for download and printing access. All Bidders are required to purchase a set of the Bidding Documents. All payments will be made online to QuestCDN. No partial sets will be sold. Bidders will be required to set up a QuestCDN account to access Bidding Documents including Addenda. Bidding Documents can be searched for in the Quest CDN project search bar [using CCWA Project Number 2025-SW-01 or Quest Number 9521569](#). Contact QuestCDN at 952.233.1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance with navigating the website and digital project information. Hard copies of Bidding Documents are the responsibility of the Bidders.

By purchasing the Bidding Documents, purchaser agrees to allow company information (company name, address, phone and email) to be published as a “planholder”. The Owner is not obligated to consider a Bidder's proposal if Bidder is not on record with QuestCDN as having received a complete set of Bidding Documents from QuestCDN.

A list of planholders may be obtained by contacting CCWA Procurement at [CCWA\\_Procurement@ccwa.us](mailto:CCWA_Procurement@ccwa.us) and Craig Hensley at [craig.hensley@jacobs.com](mailto:craig.hensley@jacobs.com).

Each Bid must be submitted on the prescribed Bid Form and accompanied by Bid Security as prescribed in the Instructions to Bidders, payable to the Owner in an amount not less than 5 percent of the Bid Amount, and a letter from a surety company stating they are licensed to conduct business in the State of Georgia. Failure to supply the bond or to sign the proposal will be grounds for rejection.

In order to perform public work, the Bidder and its subcontractors, prior to award of Contract, shall hold or obtain such licenses as required by state statutes, and federal and local laws and regulations. All firms must be licensed in Georgia and have a registered agent in Georgia.

All questions related to the Project shall be submitted by email no later than 2:00 p.m., local time, on **Wednesday, ~~March 5~~February 26, 2025** to CCWA at [CCWA\\_Procurement@ccwa.us](mailto:CCWA_Procurement@ccwa.us) and to Craig Hensley at [craig.hensley@jacobs.com](mailto:craig.hensley@jacobs.com). Questions, if answered, will be addressed by Addenda to the Contract Documents via the Q&A tab on the QuestCDN website for the project. Receipt of any Addenda or amendment to this Advertisement for Bids shall be acknowledged, in writing, and shall be submitted with the Bid.

Bidders may attend the bid opening virtually using the Microsoft Teams meeting information provided above.

Owner shall make an award, if an award is made, to the lowest responsible and responsive Bidder.

The successful Bidder will be required to furnish the additional Bonds prescribed in the Contract Documents.

Owner's right is reserved to reject all Bids or any Bid not conforming to the intent and purpose of the Bidding Documents.

Dated this **22<sup>nd</sup> day of January , 2025.**

Clayton County Water Authority

Dr. Cephus Jackson, Chair





**SECTION 00 21 13**  
**INSTRUCTIONS TO BIDDERS**

**1.01 Instructions**

- A. Bids will be received by the Clayton County Water Authority (herein called the "Owner"), at 1600 Battle Creek Road, Morrow, Georgia 30260 until 2:00 p.m., local time, **1912<sup>th</sup> day of March 2025.**
- B. Each Bid must be submitted in a sealed envelope, addressed to the Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia 30260.
- C. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for the **Tara Blvd. Storm Drain Rehabilitation**, and the envelope should bear on the outside the name and address of the Bidder, and the Bidder's license number if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at 1600 Battle Creek Road, Morrow, Georgia 30260.
- D. The Owner may reject any and all Bids. Any Bid may be withdrawn prior to the above-scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and Bidder.
- E. The Advertisement for Competitive Sealed Bids is incorporated by reference as if fully set out herein.

**1.02 Defined Terms**

- A. Terms used in these Instructions to Bidder have the meanings assigned to them in the General Conditions.
- B. Certain additional terms used in the Bid Documents have the meanings indicated below which are applicable to both the singular and plural thereof:
  - 1. Bidder: One who submits a Bid to Owner as distinct from a subbidder, who submits a Bid to a Bidder. Throughout these Bidding Documents, the words Bidder and Bid will be used interchangeably with the terms Proposer and Proposal.
  - 2. Apparent Low Bidder: That Bidder whose Bids, as offered in the Bid Form, represent the lowest total as determined by the Base Bid.
  - 3. Total Base Bid Price: Includes Bid for the Lump Sum Work plus extended total for Unit Price Work and the Allowances.
  - 4. Successful Bidder: Lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

### 1.03 Copies of Bidding Documents

- A. Copies of Bidding Documents are available at <https://www.questcdn.com> (Direct Project Link: [https://www.questcdn.com/cdn/posting/9521569/?path=309.332&search\\_id=](https://www.questcdn.com/cdn/posting/9521569/?path=309.332&search_id=)) upon payment of ~~\$22.00~~~~15.00~~, nonrefundable, for download and printing access. All Bidders are required to purchase a set of the Bidding Documents. All payments will be made online to QuestCDN. No partial sets will be sold. Bidders will be required to set up a QuestCDN account to access Bidding Documents including Addenda. Project Number (eBidDoc#) to search for Bidding Documents- is CCWA Project Number 2025-SW-01 or Quest Number 9521569~~will be provided in Addendum 1~~. Contact QuestCDN at 952.233.1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance with navigating the website and digital project information. Hard copies of Bidding Documents are the responsibility of the Bidders.
- B. By purchasing the Bidding Documents, purchaser agrees to allow company information (company name, address, phone and email) to be published as a “planholder”. The Owner is not obligated to consider a Bidder's proposal if Bidder is not on record with QuestCDN as having received a complete set of Bidding Documents from QuestCDN.
- C. Complete sets of Bidding Documents must be used in preparing Bids. Neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- D. Bidding Documents made available on the above terms are only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### 1.04 Pre-Bid Conference and Site Visits

- A. A non-mandatory pre-bid conference will be held at the time and location indicated in Section 00 11 16 Advertisement for Competitive Sealed Bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- B. A non-mandatory site visit will be held following the pre-bid conference.
- C. Engineer will transmit to prospective Bidder of record such Addenda as Engineer considers necessary in response to questions arising during the conference. Oral statements may not be relied upon and will not be binding or legally effective.

### 1.05 Preparation of Bid

- A. All Bids must be made on the separate Bid form furnished with these Contract Documents. Do not write on or remove pages from the Specification book. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.

- B. Bid prices must be written in both words and numerals where required; in the event of a conflict, the words shall govern.
- C. The cash allowances represent the Owner's estimate of the cost of the various products and services listed in the Bid Form as Cash Allowances. The Contract Price will be adjusted by Change Order to reflect the actual cost.
- D. Bids signed for a corporation shall have the correct corporate name thereof as listed with the Office of the Secretary of State of Georgia and shall be executed by the president, vice-president or other authorized officer of the corporation and attested by the secretary, assistant secretary, or other authorized officer of the corporation with the corporate seal affixed thereto. Bids by any other type of business entity shall be so executed as to bind that particular type of business entity to the full extent allowed under all applicable provisions of Georgia and United States law. A conditional or qualified Bid will not be accepted.
- E. The Bid shall contain an acknowledgement of receipt of all Addenda; the numbers of which shall be filled in on the Bid Form. Failure to acknowledge receipt will cause Bid to be considered in nonconformance.
- F. The address and telephone number for communications regarding the Bid shall be shown.
- G. Bidder shall comply with the Bid Form requirement for identification of Manufacturers or Suppliers of certain equipment, product, or systems.
- H. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of Georgia. Bidder's Georgia Utility Contractor license number for the state of Georgia shall also be shown on the Bid Form.

#### **1.06 Conditions of Work**

- A. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner, Engineer, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract. Each Bidder is responsible for inspecting the Site and for reading and being thoroughly familiar with the Contract Documents. A Bidder shall in no way be relieved from any obligation with respect to the Bid by the failure or omission of the Bidder to be so familiar.
- B. It is each Bidder's responsibility, before submitting a Bid, to:
  - 1. Examine thoroughly the Bid Documents and other related data identified in the Bid Documents.
  - 2. Inspect the Site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the work.

3. Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.
  4. Study and carefully correlate Bidder's knowledge and observations with the Bid Documents and such other related data.
  5. Promptly notify Engineer of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in or between the Bid documents and such other related documents.
- C. Reference is made to the Supplementary Conditions for identification of:
1. Those Reports, if any, of explorations and tests of subsurface conditions at the Site which have been utilized by Engineer in preparation of the Bid Documents.
  2. Those Drawings, if any, of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Bid documents.
  3. Copies of such Reports and Drawings that are not included with the Bid Documents may be examined at the Clayton County Water Authority main offices at 1600 Battle Creek Road, Morrow, Georgia during regular business hours.
- D. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Article 5 of the General Conditions.
- E. Before submitting a Bid, each Bidder will be responsible to make or obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise and which may affect cost, progress, performance, or furnishings of the work and which Bidder deems necessary to determine its Bid.
- F. On request, Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- G. Reference is made to the General Requirements for identification of the general nature of work that is to be performed at the Site by Owner or others and that relates to work for which a Bid is to be submitted. On request, Owner will provide to each Bidder, for examination, access to or copies of contract documents (other than portions thereof related to price) for such work by others.
- H. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article; that without exception the Bid is premised upon performing and furnishing the work required by the Bid Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Bid

Documents; that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bid Documents, and the written resolution thereof by Engineer is acceptable to Bidder; and that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work and for preparing the Bid.

- I. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout performance of the work.

#### **1.07 Reputation of Bidder**

- A. The Owner may make such investigations as it deems necessary to further determine the ability of the Bidder and its Subcontractors to perform the work. The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.
- B. To further demonstrate qualifications to perform the work, Bidder shall submit, within five days of Owner's request, written evidence such as financial data, previous experience, present commitments, and other such data as may be called for below.
- C. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to Contract award.
- D. Nothing indicated herein will prejudice Owner's right to seek additional pertinent information as is provided in Award of Contract.
- E. License Requirements: In order to perform public work, Bidder and its Subcontractors, where required by law, prior to award of Contract, shall hold or obtain a Utility Contractors License.
- F. Nonresident Bidders: Pursuant to Code of Georgia 48-13 the following shall be completed prior to Award:
  1. Register with Commissioner of Labor and pay fee.
  2. Execute and file with Commissioner of Labor, Bond worth 10 percent of Contract, conditioned that state and local taxes will be paid.
  3. Appoint, in writing, Secretary of State to be lawful agent upon whom all lawful process, proceedings or notices may be served.
  4. Comply with any and all other requirements of Georgia law applicable to nonresident contractors.
- G. Contractor Qualifications and Experience: The Bidder must satisfy to the reasonable satisfaction of the Owner that it possesses sufficient qualifications, experience and resources, including financial resources, to successfully perform all of its obligations under the Contract. Such experience and qualifications shall relate to both the Bidder and to any individuals it proposes to assign to the Project. In addition to the Corporate Experience Form which must be executed, notarized, and submitted with its Bid, any Bidder shall also

provide such other reasonable information as may be subsequently requested by Owner in order to evaluate whether or not the Bidder is qualified and responsible to perform the Contract (see Section 00 45 13 – Bidder's Qualifications).

#### **1.08 Bid Security**

- A. Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent of the project Base Bid. In the alternative, Contractor may deposit with Owner a cashier's check, certified check or cash in an amount equal to five percent of the project Base Bid, said deposit made under the same conditions as the furnishing of a surety bond. Approval of the Bid Security by Owner shall be a condition precedent to the award of the Contract
- B. Attorneys-in-fact who sign Bid Bond or Payment Bonds and Performance must file with each Bond a certified and effective dated copy of their power of attorney.

#### **1.09 Addenda and Interpretations**

- A. No interpretations of the meaning of the Contract Documents will be made orally to any Bidder. Every request for such interpretations should be made in writing and addressed to CCWA Procurement at [CCWA\\_Procurement@ccwa.us](mailto:CCWA_Procurement@ccwa.us) and Craig Hensley at [craig.hensley@jacobs.com](mailto:craig.hensley@jacobs.com). To be given consideration, such requests must be received by **2:00 p.m. on ~~March 5~~ February 26, 2025** to permit written distribution of the response to all Bidders.

#### **1.10 Material Suppliers and Subcontractors**

- A. Upon execution of the Contract, Contractor shall submit to Owner the identity of all Subcontractors, Suppliers, and other person and organizations proposed for those portions of the work identified in paragraph 7.06. of the General Conditions. Information shall include an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization.
- B. If Successful Bidder declines to make a substitution of Subcontractor, Supplier, person, or organization acceptable to Owner, as required by paragraph 7.05 E. of the General Conditions, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person, or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Conditions paragraph 7.05 B.

#### **1.11 MBE/WBE/DBE Participation**

- A. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority, women and disadvantaged-

owned businesses. Bidders are encouraged to solicit minority, women and disadvantaged-owned businesses whenever they are potential sources.

- B. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the Office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority, women and disadvantaged-owned businesses.
- C. The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online at: <http://www.dot.ga.gov/PS/Business/DBE>
- D. The successful bidder will be asked to provide, along with his Request for Payment each month, a list of qualified MBE/WBE/DBE businesses utilized on this Project and dollar amounts of MBE/WBE/DBE contracts.

#### **1.12 Nondiscrimination**

- A. No Bidder or Subcontractor, nor any person on its behalf, shall refuse to hire, employ, or license, nor bar or discharge from employment, any individual between the ages of 40 and 70 years, solely upon the ground of age, when the reasonable demands of the position do not require such an age distinction, provided that individual is qualified physically, mentally, and by training and experience to perform satisfactorily the labor assigned to him or for which he applies.

#### **1.13 Wage Rates**

- A. The work under these Bid documents is to be paid for by public funds; therefore, minimum prevailing wage rates published by the state are applicable.

#### **1.14 Contract Documents**

- A. All elements of the Contract Documents except Addenda are itemized by the Tables of Contents and Index to Drawings. Each Bidder is responsible for ascertaining that the Bidder has a complete set of Documents and that each page and sheet thereof applies to the correct project and bears the correct date. Neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

#### **1.15 Submission of Bids**

- A. Bid Form and attachments may be photocopied for submission of Bids.
- B. Submit Bids not later than the time prescribed, at the place, and in the manner set forth in the Advertisement for Bids. Enclose Bids in an opaque sealed envelope, marked with the Project title and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the

sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Bids must be made on the prescribed Bid Form provided and submitted with the attachments listed below.

- C. Bidders shall complete and submit the following attachments with its Bid:
  - 1. Section 00 43 13, Georgia Bid Bond.
  - 2. Section 00 45 19, Statement of Noncollusion.
  - 3. Section 00 45 75, Georgia Security and Immigration Compliance Act of 2006.
  - 4. Section 00 45 13, Bidders Qualifications.
- D. Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one Bid for Work contemplated, all Bids in which such Bidder is interested will be rejected.
- E. Information submitted by the Bidder in the Bid process shall be subject to disclosure after Bid award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire Bids may not be deemed proprietary.

#### **1.16 Contract Award**

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. If within 48 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further consideration on the work to be provided under the Contract Documents.
- C. If the Contract is to be awarded, Owner will give Successful Bidder Notice of Award within 60 days after the day of the Bid opening.
- D. Owner reserves its right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the work. Discrepancies in the quantity multiplied by unit price and the extended total amount will be resolved in favor of the quantity multiplied by unit price. Discrepancies between the indicated sum of any column



of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- E. In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award. Owner shall have the right to accept alternates in any order or combination, unless otherwise provided in the Bid Documents.
- F. The Contract will be awarded to the successful Bidder. The selected firm will be given written notification of being selected and the Owner reserves the right to negotiate however a contract must be executed with the selected firm prior to the beginning of the actual services. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms: Detailed scope of services, schedule for providing services, and cost of services. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- G. In the event that, after the acceptance of a Bid by the Board of Directors of the CCWA, any unsuccessful Bidder wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th calendar day after the selection of successful Bidder by the Board. Said Notice shall be an express condition precedent to the right of any Bidder to challenge or contest any award or to otherwise contend that it should have been awarded the contract. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the state of Georgia or of the United States.
- H. The successful Bidder to whom the Contract is awarded will be required to execute the Contract and obtain the Performance Bond and Payment Bond in the amount not less than 100% of the contract amount required herein within 10 calendar days from the date when Notice of Award is delivered to that Bidder. Approval of the Payment Bond and Performance Bond by the Owner shall be a condition precedent to execution of the Contract by the Owner. In the event the Contract Price is adjusted by appropriate Change Order, the penal sum of the surety on the Payment Bond and the Performance Bond shall be deemed increased by like amount. The Notice of Award shall be accompanied by the Contract and Bond forms to be executed. In case of failure of the successful Bidder to execute the Contract, the Owner may at its option consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the Owner.
- I. The Owner, within 10 days of receipt of an acceptable Insurance, Performance Bond, Payment Bond and Contract signed by the successful Bidder, shall sign and return to the Bidder an executed duplicate of the Contract and the Bid Bond. Should the Owner not execute the Contract within the allowed period, the successful Bidder may give written notice of intent to withdraw the signed Contract. If 10 days after the Owner has received notice of intent to withdraw by the successful Bidder, the Owner has not executed the

Contract; the Bidder may be written notice withdraw the signed Contract without further liability on the part of either party. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner, and the Owner immediately thereupon shall return to the successful Bidder the Bid Bond.

- J. The Notice to Proceed shall be issued within 30 days of Owner's receipt of the Contract executed by the Bidder. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the allowed time or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the part of either party.

#### **1.17 Preconstruction Conference**

- A. The attention of Bidders is particularly called to the preconstruction conference that will be held with the successful Bidder and all known subcontractors upon the issuance of a Notice to Proceed. This conference will cover provisions pertaining to schedules, payment requests, submittals, and other items related to the Contract.

#### **1.18 Georgia Security and Immigration Compliance Act of 2006**

- A. Pursuant to the Georgia Security and Immigration Compliance act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of labor Rule 300-10-02 are conditions of this agreement. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

**END OF SECTION**