

**ADDENDUM NO. ONE (1)**  
**CITY OF HOSCHTON**  
**PANTHER COURT SEWER SYSTEM IMPROVEMENTS**  
**CONTRACT 2: PAVING AND DRAINAGE**  
**CDBG Grant No. 18P-X-078-2-6070**  
**EMI PROJECT NUMBER 13-059**  
**ISSUED JULY 15, 2024**

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The following item in the Request for Bids has been modified as part of this Addendum:

➤ Instructions to Bidders Item 2. Preparation of Bid

A State of Georgia Utility Contractor's License is not required for the work involved in Contract 2 of this project. The revised Instructions to Bidders section is attached for reference.

END OF ADDENDUM NO.1

Receipt of Addendum 1 is hereby acknowledged by: \_\_\_\_\_

Company Name: \_\_\_\_\_

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

The City of Hoschton, Georgia (herein referred to as "OWNER"), invites Bids on forms attached hereto. All blanks must be appropriately filled in. Bids will be received by OWNER at the address stated in Section 00030. Bids will be publicly opened and read aloud by OWNER at said time and place.

OWNER may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in the Bids received, may reject any and all Bids, and may accept any Bid which is deemed most favorable. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof.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 will not be considered. No Bidder may withdraw a Bid within sixty (60) days after the date of the opening thereof. If a bidder is not selected within sixty (60) days of the bid opening, any bidder that is determined by the OWNER to be unlikely of being selected for contract award shall be released from their bid.

2. PREPARATION OF BID

Each Bid must be submitted on the prescribed Bid Form and accompanied by the following documents:

- Section 3 Solicitation Package (Section 00102) Bid Form (Section 300)
- Partnership, Corporate or Individual Certificate (Sections 310, 320, and 330)
- Bid Bond (Section 410)
- Bidder Experience Statement (Section 420)
- Subcontractor List (Section 440)
- Statement of Equipment (Section 450)
- Suppliers Data Sheet (Section 451)
- Non-collusion Affidavit of Prime Bidder (Section 460)
- Non-collusion Affidavit of Subcontractor (Section 461)
- Contractor Affidavit for Electronic Verification of Work Authorization Programs (Section 495)
- Subcontractor Affidavit for Electronic Verification of Work Authorization Programs (Section 496)
- Sub-subcontractor Affidavit for Electronic Verification of Work Authorization Programs (Section 497)
- O.C.G.A. § 50-36-1 (e)(2) Affidavit (Section 498)

The following documents will be completed after the Contract has been awarded:

- Notice of Award (Section 500)
- Agreement (Section 510)
- Performance Bond (Section 520)
- Labor & Material Payment Bond (Section 530)
- Corporate Resolution (Section 535)
- Certificate of OWNER's Attorney (Section 540)
- Notice to Proceed (Section 560)

All blank spaces for unit prices, lump sum prices, and alternate bid price schedules must be filled in, in ink or typewritten, in both words and figures (in case of discrepancy, unit prices shown in words will govern), and the foregoing items must be fully completed and executed when submitted. Bids shall have original signatures, and must be submitted in a SEALED ENVELOPE bearing on the outside, the name and address of the bidder, and name of the project for which the Bid is submitted. The OWNER has the right to reject any bid that does not contain the above information.

**BID MODIFICATIONS WRITTEN ON THE OUTSIDE OF ENVELOPE WILL NOT BE ACCEPTED**

3. PRE-BID SUBMITTALS

For approval of alternate material or equipment, see Section 01300 Submittals.

4. CONTRACT DOCUMENTS, SPECIFICATIONS AND DRAWINGS

Bidders are advised to carefully examine the CONTRACT DOCUMENTS, Specifications, and Construction Drawings for the proposed WORK. Construction Drawings indicate the surface and underground structures likely to affect the prosecution of the WORK insofar as they have been determined, but the information indicated is not guaranteed as being correct and complete. Bidders are expected to examine the Construction Drawings and the location of the WORK, verify all information with authorities concerned, to inform themselves of all laws, ordinances and regulations of all authorities having jurisdiction, and to judge for themselves all the circumstances affecting the cost of the WORK and the time required for its completion.

The Bidder shall assume all risks concerning latent physical conditions at the site that may affect his costs, progress or performance of the work.

5. SUBCONTRACTS

Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract, must be acceptable to the OWNER. All Subcontractors must submit a Non-Collusion Affidavit.

6. TELEGRAPHIC MODIFICATIONS

**BID MODIFICATION BY TELEGRAPHIC COMMUNICATION WILL NOT BE ALLOWED.**

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the Contract and required Bonds within fifteen (15) days after he has received the "Notice of Award", shall forfeit to OWNER as liquidated damages the security deposit submitted with his Bid.

8. TIME OF COMPLETION AND LIQUIDATED DAMAGES

See Agreement Section 00510 Article 3.2.

9. METHOD OF BIDDING

Unit prices for each Bid item in the proposal shall include its pro rata share of overhead and profit so that the Base Bid price given on Bid Summary Sheet represents the total bid. Any bid not conforming to this requirement may be rejected as informal.

The correct amount bid for each unit price item is defined as the correct product of the quantity listed for the item multiplied by the unit price in words. The correct total amount bid for the complete work is defined as the correct sum total of the correct amounts bid for the individual items in the bid form.

10. QUALIFICATIONS OF BIDDER

Each Bidder must submit qualifications with Bid on the prescribed forms provided in the CONTRACT DOCUMENTS. OWNER or OWNER's Representative may make such investigations as it deems necessary to determine the ability of Bidder to perform the WORK and Bidder shall furnish to OWNER all such information and data for this purpose as OWNER may request. OWNER reserves the right to reject any Bidder if the evidence submitted by or investigation of such Bidder fails to satisfy OWNER, or that such Bidder is not properly qualified to carry out the obligations of the Contract and to complete the WORK contemplated therein within the time constraints.

Each Bidder must furnish in his qualification statement, information relative to the facilities, ability, and financial resources available for the fulfillment of the Contract. Before award is made to a Bidder who is not a resident of the State of Georgia, such Bidder shall designate a proper agent in the State of Georgia on whom service can be made in event of litigation. Conditions, limitations, or provisions attached by Bidder to the Bid may cause its rejection. Bids containing items not included in the Form of Bid will be considered irregular.

11. BID SECURITY

Each Bid must be accompanied by certified check, cashier's check, or a Bid Bond prepared on the Form of Bid Bond attached hereto, duly executed by Bidder as principal and having as Surety thereon a surety company acceptable to the OWNER, in the amount of five percent (5%) of the Bid. All bonds furnished for the project shall either be authorized by the Insurance Commissioner to do business in Georgia or shall be on the United States Department of Treasury's list of approved bond sureties (Circular 570). Deposits accompanying Bids shall be sealed in the Bid envelope. Except for the three (3) lowest bidders, the Bid security will be returned to the bidder by certified mail within thirty (30) days after the bid opening.

The three lowest bid securities will be returned by certified mail within ten (10) days after the execution of the contract between the OWNER and the successful bidder. If no award has been made within the number of days after the date of bid opening as specified in Article 1 of this section, bidder may demand the immediate return of his bid security.

12. EXECUTION OF BID DOCUMENTS

Bids which are not signed by individuals making them shall have attached thereto a power-of-

attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a bid is signed by an attorney-in-fact, there shall be a power-of-attorney executed by the partners attached to the Bid evidencing authority to sign the Bid.

Bids which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name following the wording "By\_\_\_\_\_". Such Bids shall also carry the corporate seal of said corporation.

Bidder shall furnish all data required by these CONTRACT DOCUMENTS. Failure to do so may result in the Bid being declared non-responsive. Acceptance of Bidder's documentation and substantiation or Contract Award by OWNER does not relieve Bidder of Liability for nonperformance as covered in the CONTRACT DOCUMENTS, nor will Bidder be exempted from any other legal recourse OWNER may elect to pursue.

13. POWER-OF-ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power-of-attorney.

14. METHOD OF AWARD

Upon careful review and consideration of the Qualifications and Bid Summary (including all alternate prices), OWNER will award Contract to Prime/General CONTRACTOR deemed the lowest responsible and responsive bidder as required by Georgia law, and based upon the rating and selection criteria as follows:

1. Bid Price (Base Bid plus alternates at OWNERS discretion)	40 points
2. Firm's experience in similar work	20 points
3. References, reliability of similar work	20 points
4. Experience, background of key personnel to be involved with project	20 points
TOTAL	100 points

The OWNER will assign a proposal review team of not more than five (5) members. All members will score each proposal based upon the above criteria. The proposal with the highest score shall be recommended to the Mayor and Council. The OWNER shall make a final selection at an official meeting.

Bidder to whom the award is made will be notified at the earliest possible date. OWNER reserves the right to reject any and all bids and to waive any informalities in bids received whenever such rejection or waiver is in OWNER's best interest.

A responsive Bidder shall be one who submits his bid in the proper form as called for in the CONTRACT DOCUMENTS, and who binds himself on behalf of this Bid to OWNER with the proper Bid Bond or certified check completed and attached, and who properly completes all forms

required to be completed and submitted at the time of bidding.

A responsible Bidder shall be one who can fulfill the following requirements:

- A) Bidder shall maintain a permanent place of business. This requirement applies to Bidder where Bidder is a division or a corporation, or where Bidder is fifty percent (50%) or more owned by a person, corporation or firm.
- B) Bidder shall demonstrate that he has adequate construction management experience and sufficient equipment resources to properly perform the work under and in conformance with these CONTRACT DOCUMENTS. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to Bidder to perform the WORK.
- C) Bidder shall demonstrate that he has financial resources of sufficient strength to meet the obligations incidental to the performance of the WORK covered by these CONTRACT DOCUMENTS. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.

15. ADDENDA AND INTERPRETATIONS

No modification of the meaning of the plans, specifications or other bid documents will be made to any Bidder orally.

Requests for clarifications or interpretation of the plans, specifications or other bid documents may be conveyed orally or in writing addressed to Engineering Management, Inc., 303 Swanson Drive, Lawrenceville, Georgia 30043 (Fax No. 770-962-8010), and to be given consideration, must be received at least seven (7) days prior to the date fixed for the opening of bids. Every modification or clarification of a potentially ambiguous item made to a Bidder will be in the form of a written Addendum to the CONTRACT DOCUMENTS, and when issued, will be on file in the office of the ENGINEER at least three (3) days before bids are opened. Any Addendums, if issued, will be emailed and mailed by U.S. mail to all prospective Bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of the Bids. Failure of any Bidder to receive any such addendum shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the CONTRACT DOCUMENTS.

16. COORDINATION OF CONTRACTS

Each CONTRACTOR shall be responsible for fully understanding the requirements of each contract and how the other contract(s) relate(s) to and affects the work of his contract. Failure to coordinate his contract with the other contract(s) shall in no way lessen or relieve the CONTRACTOR of his responsibilities, nor shall it be cause for claims for additional payment.

17. CONDITIONS OF WORK

Reference General Conditions Section 00700, Article 4.0.

18. SITE CONDITIONS

OWNER does not make any representation as to the soil conditions to be encountered or as to foundation materials. The CONTRACTOR must assume all risk as to the nature and behavior of the soil which may be encountered or of soil, or water, or rock, which underlies the Work or is adjacent thereto, including any difficulties that may be due to quicksand or other unfavorable conditions that may be encountered in the WORK, whether apparent upon surface inspection or disclosed only in the process of carrying forward the WORK. Reference Section 00700, Article 4.0.

19. INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the OWNER and CONSULTING ENGINEER (also known as Engineering Management, Inc.) and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the OWNER or the CONSULTING ENGINEER (Engineering Management, Inc.) or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

20. START OF WORK

Reference Section 00700 Article 2.03 and Section 00800, Article 3.1.

21. ADDITIONAL WORK NOT INCLUDED IN THE CONTRACT

Reference Section 00700 Article 3.04, 10, 11, and 12 and Section 00800, Article 3.17

22. NONDISCRIMINATION IN EMPLOYMENT

See Section 00820 Specific Project Requirements if applicable.

23. CONTRACTOR'S AVAILABILITY

The CONTRACTOR shall have a responsible representative on call at all times. The name and phone number of the representative shall be given to the OWNER and ENGINEER at the pre-construction conference. The CONTRACTOR will also maintain a crew with the necessary tools and

equipment available on call after normal working hours, on weekends, during inclement weather, or other times when work is not in progress to perform any necessary emergency repair work which may occur as a result of the work under his contract. All costs for emergency repair shall be at the CONTRACTOR's expense and shall be factored into the bid price. In the opinion of the OWNER, negligence on the part of the CONTRACTOR to satisfy such situations will be just cause for the OWNER to take whatever action necessary to remedy the situation. All costs incurred by the OWNER to remedy such situation will be backcharged to the CONTRACTOR.

24. CONSTRUCTION CLEARING

Whole clearing of construction rights-of-way, easements, or construction sites will not be allowed. Clearing shall be minimized, and the CONTRACTOR shall make every effort to save trees, shrubs and bushes that are within the construction limits. Timber which is cut shall remain the property of the land owner where the cutting occurred.

All trees within the working easements shown on the CONTRACT DOCUMENTS are property of the existing land owners. If the property owner wishes to keep the timber, the CONTRACTORS shall cut the timber in reasonable lengths and stack such timber on OWNER's property. If the property owner does not wish to keep the timber, the timber shall become the property of the CONTRACTOR and shall be removed from the site and disposed of at the CONTRACTOR's expense. All stumps, rubbish, and other material, not suitable as timber, shall be removed from the site at the CONTRACTOR's expense and disposal shall comply with all State and local regulations.

25. SANITARY FACILITIES

Reference Section 01516 Temporary Sanitary Facilities.

26. OFFICE SPACE AND FACILITIES FOR ENGINEER

The CONTRACTOR is not required to provide office space and facilities for the use of the resident project representative.

27. BUILDINGS AND SHANTIES

No shanties, camps, or buildings for the housing of men employed on the WORK shall be erected on land owned or leased by the OWNER without written permission of the OWNER. Should permission be asked and granted, the CONTRACTOR must comply with all Local and County regulations regarding the construction and maintenance of such buildings.

28. INTOXICATING LIQUORS AND DRUGS

The CONTRACTOR shall neither permit nor suffer the introduction or use of intoxicating liquor or illegal drugs upon or about the WORK specified in this Contract or upon any of the grounds occupied by him or his employees.

29. LINE AND GRADE

All construction field layout and staking shall be the responsibility of the CONTRACTOR.



30. MEASURES AND WEIGHTS

To aid the ENGINEER in determining all quantities, the CONTRACTOR shall, whenever so requested, provide scales, equipment, and assistance for weighing or for measuring any of the materials.

It is understood and agreed that a "ton" shall mean the short ton of two thousand (2,000) pounds.

Weights and measures of quantity for payment will be the actual weight or actual measure, and no special or trade or so-termed customary allowances will be made, nor will any material which is lost or misplaced be included for payment.

31. ENVIRONMENTAL REQUIREMENTS

Reference Section 00820, Compliance with Clean Air and Water Acts.

A. Air Pollution

1. The CONTRACTOR shall be responsible for any necessary burning permits.

B. Stream Pollution

1. Conduct all work in such a manner as to prevent stream siltation.
2. No discharges for untreated or partially treated wastewater to streams is allowed.
3. Any State NPDES Stormwater Discharges permit(s) required, including a Notice of Intent (NOI) is the responsibility of the CONTRACTOR.
4. Monitoring and reporting requirements associated with a NPDES Stormwater Discharges Permit shall be the responsibility of the CONTRACTOR.

32. INSUFFICIENCY OF SAFETY PRECAUTIONS

Reference Section 00700 Article 6.13

33. EXISTING TREES, SHRUBBERY, AND LAWNS

Reference Section 02100 - Site Preparation

34. SEWAGE AND WATER FLOWS

Reference Section 02750 - Relocation and Restoration of Existing Utilities

35. NONSEGREGATED FACILITIES

Reference Section 00820 - Specific Project Requirements.

36. FEDERAL, STATE and LOCAL PERMITS

All anticipated federal, state and local permits required for this project have been obtained.

37. EASEMENTS and RIGHT-OF-WAY

All anticipated easements and right-of-way required for the project have been obtained.

END OF SECTION