

**SECTION 002100 - INSTRUCTIONS FOR BIDDERS****SUMMARY****A. Document Includes:**

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**A.1 DEFINED TERMS**

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

**A.2 COPIES OF BIDDING DOCUMENTS**

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither the City nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 The City and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

**A.3 QUALIFICATION OF BIDDERS**

3.01 Bidder's submitting Bids on the project shall comply with the following minimum qualification requirements at the time of receiving Bids:

- A. Contractor providing work on all other project components must hold a utility contractor license in accordance with OCGA 43-14.
- B. Bidder submits on the outside of the bid submittal envelope and on the bid form the license number of the utility contractor providing the utility work on the Project.
- C. Bidder submits a completed C-451 Qualifications Statement document with the bid.

3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

**A.4 SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE.**

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

- 1. Those reports known to the City of explorations and tests of subsurface conditions at or contiguous to the Site.
- 2. Those drawings known to the City of physical conditions relating to existing surface and subsurface structures at the Site (except Underground Facilities).

B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by the City to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is

responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

#### 4.02 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to the City and Engineer by owners of such Underground Facilities, including the City, or others.

#### 4.03 Hazardous Environmental Condition

- A. The Supplementary Conditions identify those reports and drawings known to the City relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by the City to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

- 4.05 On request, the City will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as 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. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

- 4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by the City or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, the City will provide to each

Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

- B. Paragraph 6.13.C of the General Conditions indicates that if a City safety program exists, it will be noted in the Supplementary Conditions.

4.07 It is responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents and the other related data identified in the Bidding Documents and any Addenda;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding 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 Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by the City and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents,

and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

- I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
  - J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### **A.5 PRE-BID CONFERENCE**

- 5.01 A Pre-Bid conference will be held at **1:00 p.m.** local time on **September 25, 2025**, at **Jasper City Hall, 200 Burnt Mountain Rd Jasper, GA 30143**. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### **A.6 SITE AND OTHER AREAS**

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the City unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

#### **A.7 INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Engineer by e-mail to: **Matt.Dunagin@kimley-horn.com**. E-mail should include company name, contact name, postal address, email address, and phone number.

Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the City or Engineer.

## **A.8 BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to the City in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, the City may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be the City's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of seven days after the Effective Date of the Agreement or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom the City believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

## **A.9 CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

## **A.10 LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

## **A.11 SUBSTITUTE AND "OR-EQUAL" ITEMS**

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

## **A.12 SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to the City upon request, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to the City a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by the City. If the City or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, the City may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, the City may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which the City and Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to the City and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 6.06.

## **A.13 PREPARATION OF BID**

- 13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein. In the case of

optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.

- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporation business address and state of incorporation shall be provided on the Bid Form.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be provided on the Bid Form.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder’s state contractor license number for the state of the Project, if any, shall also be shown on the Bid Form.

#### **A.14 BASIS OF BID**

##### **14.01 Lump Sum**

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Schedule of Values in the Bid Form.
- B. Allowances: For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.



**A.15 SUBMITTAL OF BID**

- 15.01 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents.
- 15.02 Two unbound copies of the Bid submitted with all the attachments outlined in Article 7 of the Bid Form, one marked “original” and one marked “copy”. In addition to the hard copies, the Bidder shall submit a digital copy of all the attachments outlined in Article 7 of the Bid Form in PDF format via a USB flash drive.
- 15.03 If a Bid is sent by mail or other delivery system, the sealed package containing the Bid Package shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the advertisement or invitation to bid. A mailed Bid shall be addressed to the City at address in Article 1.01 of Bid Form.

**A.16 MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City 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, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work.

**A.17 OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

**A.18 BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but the City may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **A.19 EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 The City reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The City further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. The City may also reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder. The City also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bidders, the City will assess and score the information provided in the "Qualifications Statement." Bidders' qualifications will be scored by the selection committee prior to the opening of the Bid Form.
- 19.04 Evaluation of the Bids will be weighed twenty percent (20%) on the selection committees score of the Bidders' qualifications and eighty percent (80%) on the Bidders' total of all base bid prices on the Bid Form.
- 19.05 The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, the City will award the Contract to the responsible Bidder whose qualifications and Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is in the best interests of the Project.

#### **A.20 BONDS AND INSURANCE**

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the City's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to the City, it shall be accompanied by such bonds.

**A.21 SIGNING OF AGREEMENT**

- 21.01 When the City issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to the City. Within ten days thereafter, the City shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

**A.22 FEDERAL REQUIREMENTS**

- 22.01 Bidder agrees to comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations (41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor").
- 22.02 Bidder agree to comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Bidders must agree to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and pay wages not less than once a week. A copy of the current prevailing wage rates of the Department of Labor are included in this solicitation.
- 22.04 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the "American Iron and Steel" (AIS) requirement in accordance with Public Law 113-76, the Consolidated Appropriations Act, 2014 (Act).
- 22.04 Bidder agrees to comply, to the greatest extent practicable, with the provisions of the Build American Buy American Act (41 U.S.C. 8301-8305), a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- 22.05 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7.

END OF SECTION 002100