

This Addendum is hereby made a part of the Contract Documents on the subject work as though originally included therein. The following clarifications, amendments, additions, deletions and/or modifications to the Specifications and Drawings change the original documents only in the manner and the extent stated.

PART I - PERTAINING TO THE DRAWINGS

IA. Not Applicable.

PART II - PERTAINING TO THE SPECIFICATIONS

IIA. ***Specification Section 00 1010 – Instructions to Bidders:***

1. ***Revised Part 6 – Interpretations to clarify the cutoff time and date for written Requests for Interpretations. Cutoff date for RFI to be “no later than 2:00 PM February 19th, 2024.” Final addendum (if required) will be issued by 11:00 AM February 20th, 2024.***

PART III - PERTAINING TO THE BIDDING DOCUMENTS

IIIA. Not Applicable.

PART IV – PERTAINING TO BIDDER QUESTIONS (RFI)

IVA. Not Applicable.

ATTACHMENTS:

Specification Section 00 1010 – Instructions to Bidders – 1/31/24

END OF ADDENDUM TWO REBID

INSTRUCTIONS TO BIDDERS

1. **Basis of Contract.** Contract, if awarded, will be on a lump sum basis and will be substantially in accordance with the Contract shown on pages Contract – 1 to Contract – 4.
2. **Examination of Site.** In undertaking the work under this Contract, the Contractor acknowledges that he has visited the Project Site and has taken into consideration all observed conditions that might affect his work.
3. **Surety and Insurance Companies.** The Contract provides that the surety and insurance companies must be acceptable to the Owner. Only those sureties listed in the Department of Treasury's Listing of Approved Sureties (Department Circular 570) are acceptable to the Owner. At the time of issuance, all insurance and bonds must be issued by a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance. Such company shall be an insurer (or, for qualified self insurers or group self insureds, a specific excess insurer providing statutory limits) with an A.M. Best Financial Strength Rating of "A-" or better and with an A.M. Best Financial Size Category of Class V or larger.
4. **Bidding Documents.** The Bidding Documents comprise the Construction Documents (Drawings and Specifications), the Invitation to Bid, the Instructions to Bidders, the Bid Form, and all Addenda, upon which the bidder submits a bid.
5. **Addenda.** All Addenda issued prior to bid date adjust, modify, or change the drawings and specifications as set forth in the Addenda. No Addenda will be issued within five days of the date set for opening bids without an extension of the bid date. All such Addenda are part of the contract.
6. **Interpretations.** No oral interpretation will be made to bidders as to the meaning of the drawings and specifications. Requests for interpretation of drawings and specifications must be made in writing to the Design Professional not later than **2:00 PM February 19th, 2024**. Failure on the part of the successful bidder to request clarification shall not relieve them as Contractor of the obligation to execute such work in accordance with a later interpretation by the Design Professional. All interpretations made to bidders will be issued in the form of Addenda to the plans and specifications and will be sent to all plan holders of record. Acknowledgement of receipt of such Addenda shall be listed in the Bid Proposal Form by the Contractor.

Email request for clarifications to Scott Hughes, AIA at shughes@CPLteam.com and Lori Brothers at lbrothers@CPLteam.com.

7. **Alternates.** Unless otherwise stipulated, all alternate bids are deductive. It is in the best interest of the public, and the intent of the Owner is, that the entire Project be constructed within the funds allocated in the Project budget. The acceptance of any deductive alternate will be utilized as a last resort to accomplish the Project without requiring a redesign and rebidding of the Project. Any alternate, or alternates, if taken, will be taken in numerical sequence to the extent necessary.
8. **Sales Tax.** Unless otherwise provided for in the Contract Documents, the Contractor shall include in his bid all sales taxes, consumer taxes, use taxes, and all other applicable taxes that are legally in effect at the time bids are received.

9. Trade Names, Specifications.

(a) *No Restriction of Competition.* When reference is made in the Contract Documents to trade names, brand names, or to the names of manufacturers, such references are made solely to indicate that products of that description may be furnished and are not intended to restrict competitive bidding. If it is desired to use products of trade or brand names or of manufacturers' names that are different from those mentioned in the Bidding Documents, application for the approval of the use of such products must reach the hands of the Design Professional at least ten days prior to the date set for the opening of bids (see 9(b) below). This provision applies only to the party making a submittal prior to bid. If approved by Design Professional, the Design Professional will issue an addendum to all bidders. This provision does not prevent the Owner from initiating the addition of trade names, brand names, or names of manufacturers by addendum prior to bid.

(b) *Request for Approval of Substitute Product.* All requests for approval of substitution of a product that is not listed in the Bidding Documents must be made to the Design Professional in writing. For the Design Professional to prepare an addendum properly, an application for approval of a substitute product must be accompanied by a copy of the published recommendations of the manufacturer for the installation of the product together with a complete schedule of changes in the drawings and specifications, if any, that must be made in other work in order to permit the use and installation of the proposed product in accordance with the recommendations of the manufacturer of the product. The application to the Design Professional for approval of a proposed substitute product must be accompanied by a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Bidding Documents.

(c) *Burden of Proof.* The burden of proving acceptability of a proposed product rests on the party making the submission. Therefore, the application for approval must be accompanied by technical data that the party requesting approval desires to submit in support of its application. The Design Professional will consider reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users, evidence of reputation of the manufacturer for prompt delivery, evidence of reputation of the manufacturer for efficiency in servicing its products, or any other written information that is helpful in the circumstances. The degree of proof required for approval of a proposed product as acceptable for use in place of a named product or named products is that amount of proof necessary to convince a reasonable person beyond all doubt. To be approved, a proposed product must also meet or exceed all express requirements of the Contract Documents.

(d) *Issuance of Addenda.* If the Design Professional approves the submittal, an addendum will be issued to all prospective bidders indicating the approval of the additional product(s). Issuance of an addendum is a representation to all bidders that the Design Professional in the exercise of his professional discretion established that the product submitted for approval is acceptable and meets or exceeds all express requirements. If a submittal is initially rejected by the Design Professional, but determined to be acceptable to Design Professional after a conference with the Owner, an addendum covering the said submittal will be issued prior to the opening of bids. The successful bidder may furnish no products of any trade names, brand names, or manufacturers' names except those designated in the Contract Documents

unless approvals have been published by addendum in accordance with the above procedure. Oral approvals of products are not valid.

(e) *Conference with the Owner.* Any party who alleges that rejection of a submittal is the result of bias, prejudice, caprice, or error on the part of the Design Professional may request a conference with a representative of the Owner, provided: that the request for said conference, submitted in writing, shall have reached the Owner at least six days prior to the date set for the opening of bids, time being of the essence.

10. Employment of Georgia Citizens and Use of Georgia Products. The work provided for in this Contract is to be performed in Georgia. It is the desire of the Owner that materials and equipment manufactured or produced in Georgia shall be used in the work and that Georgia citizens shall be employed in the work at wages consistent with those being paid in the general area in which the work is to be performed. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work; nor shall the fulfillment of this desire be asserted by the Contractor as an excuse for any noncompliance or omission to fulfill any obligation under the contract.

11. Trading with the State Statutes, Ethics. By submitting a bid, the bidder certifies that the provisions of law contained in O.C.G.A. Sections 45-10-20 to 45-10-71, which prohibit officials and employees of the state from engaging in certain transactions with the state and state agencies, and the Governor's Executive Orders governing ethics, have not and will not be violated in any respect in regard to this contract and further certifies that registration and all disclosures required thereby have been complied with.

12. Georgia Security and Immigration Compliance Act Requirements. No bid will be considered unless the Contractor certifies its compliance with the Immigration reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security Immigration Compliance Act OCGA 13-10-91 *et seq.* The Contractor shall execute the Georgia Security and Immigration Compliance Act Affidavit, as found in Section 7 of the Construction Contract. Contractor also agrees that it will execute any affidavits required by the rules and regulations issued by the Georgia Department of Audits and Accounts. If the Contractor is the successful bidder, contractor warrants that it will include a similar provision in all written agreements with any subcontractors engaged to perform services under the Contract.

13. Owner's Policy Statement. The policy of the Owner is that minority business enterprises shall have the maximum opportunity to participate in the Owner's purchasing process. The Owner encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. In addition, Georgia law provides a state income tax credit available to any business that subcontracts with a minority-owned business. [See O.C.G.A. §48-7-38 and O.C.G.A. §50-5-130. See *also* Executive Order of the Governor No. A-11-0002-1992.] For more information, please contact the Board of Regents' Office of Business Development by e-mail at BusinessDevelopment@usg.edu. Any questions regarding statements contained hereunder should be directed to {Name, Address, and Telephone Number of Designee, as described in the box below}.

14. Bids.

(a) *Bid Opening.* Bids will be opened and announced as stated in the Invitation to Bid.

(b) *Bid Submission.* All bids must be submitted on the Bid Proposal Form – Section 00 3100 and must be signed, notarized, and sealed by a notary public. All blanks for information entry in bid forms submitted to Owner should be filled. Blanks left unfilled constitute irregularities in the bid and place the bidder at risk of having the bid rejected *unless* the Owner rules the irregularity to be an informality or technicality that the director can waive, as is made clear in Paragraph 16 of these “Instructions to Bidders” and on the Bid Form. Numbers shall be written in English words and in Arabic numerals. **The inclusion of any condition, alternate, qualification, limitation, or provision not called for shall render the bid nonresponsive and shall be sufficient cause for rejection of a bid.**

(c) *Bid Security.* Bids must be accompanied by a Bid Bond made payable to the Owner in an amount not less than five percent of the Bid. Bid Bonds should be furnished on forms accepted as standard by the insurance industry, but shall be substantially in accordance with the Bid Security Form attached hereto.

(d) *Delivery of Bids.* Bids are to be addressed to the Owner, at the address shown in the Invitation to Bid. Bids must be enclosed in an opaque, sealed envelope; marked with the Bid Date, Bid Time, Bid Number, Name of Project; and identified with the words “Bid for Construction.” Bids must be placed in the hands of the Owner at the specified location by not later than the hour and date named in the Invitation to Bid. After that time, no bids may be received. It is the sole responsibility of the bidder to ensure the delivery of the bids to the required address.

(e) *Alternates.* A bid must be submitted for all deductive alternates. Failure to do so may render the bid nonresponsive and be sufficient cause for rejection of a bid.

(f) *Withdrawal of Bids.* Bids may be withdrawn by bidders prior to the time set for official opening. After time has been called, no bid may be withdrawn for a period of thirty-five days after the time and date of opening except as provided in O.C.G.A Section 13-10-22 (appreciable error in calculation of bid). Negligence or error on the part of any bidder in preparing his bid confers no right of withdrawal or modification of his bid after time has been called except as provided by Georgia law.

15. Contract Award. Award shall be made on a lump sum basis to the lowest responsive and responsible bidder. The lowest bid will be the bid whose price, after incorporating all accepted alternates, is the lowest responsive bid that was received from a responsible bidder. No bid may be withdrawn for a period of thirty-five days after time has been called on the date of opening except in accordance with the provisions of law.

16. Owner’s Rights Concerning Award. The Owner reserves the right in its sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right in its sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended. In judging whether the bidder is responsible, the Owner will consider, but is not limited to consideration of, the following:

(a) Whether the bidder or its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;

(b) Whether the bidder or its principals have been terminated for cause or are currently in default on a public works contract;

(c) Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current Ratio of 1.0 or higher;

(d) Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and

(e) Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations.

17. Owner's Right to Negotiate with the Lowest Bidder. In the event *all* responsive and responsible bids are in excess of the budget, the Owner, in its sole and absolute discretion and in addition to the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible bidder (after taking all deductive alternates) only for the purpose of making changes to the Project that will result in a cost to the Owner that is within the budget, as it may be amended.

18. Contract Forms. The contract forms, including the payment and performance bonds, shall be as set forth in the General Conditions, Section 7 – Forms.

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